

CONTRACT FOR SERVICE

This AGREEMENT, made this ____ day of September, 2012, between the City of Ramsey, a political subdivision (“CITY”) and Sauter & Son’s Excavating (“CONTRACTOR”).

The CITY has awarded to the CONTRACTOR the job described below:

A. PROJECT DESCRIPTION:

WHEREAS, the goal of this project is to provide a clean site for future development

B. PROJECT LOCATION:

WHEREAS, the City owns the property located at 8020 147 Ave NW, City Ramsey, County of Anoka, State of Minnesota (PID 29322514009)

C. PERFORMANCE TERM:

CONTRACTOR shall complete work by Wednesday, November 15, 2012

D. SERVICE SPECIFICATIONS:

1. CONTRACTOR shall remove both existing structures
2. CONTRACTOR shall remove all existing concrete, curb/gutter, sidewalk, bollards and pavement
3. CONTRACTOR shall remove shipping docks; including the existing retaining wall and platform
4. CONTRACTOR shall remove all existing fencing on the south side of the property, accessory structures and debris
5. CONTRACTOR shall remove all known underground water pipes, electrical wire, gas lines and visible irrigation pipes. The CONTRACTOR shall contact gas provider and electrical provider to coordinate the shut off/disconnection of services and removal of infrastructure to the property line.
6. CONTRACTOR shall remove all air conditioning units and follow disposition regulations
7. CONTRACTOR shall remove existing westerly septic tank and drainage field piping, as outlined in the attached reference map. The CITY will be removing the eastern septic tank. CONTRACTOR shall notify the CITY when the septic tank and drain field is removed
8. CONTRACTOR shall abandon the two existing wells, as outlined in the attached reference map according to the State of Minnesota Well Code
9. CONTRACTOR shall grade the site flat and to allow for proper drainage

10. CONTRACTOR shall determine appropriate seed mix necessary to establish turf in the disturbed areas, the CITY will not dictate a specific seed mix. CONTRACTOR is not required to import topsoil.
11. WHEREAS the subject property is a 1.43 acres; the CONTRACTOR SHALL be responsible for attaining required permits (NPDES)
12. CONTRACTOR shall provide a certificate of liability insurance, with the CITY listed as an additional insured, with a minimum \$1,000,000 coverage
13. CONTRACTOR shall obtain a demolition permit with the CITY
14. CONTRACTOR understands that upon awarding the said project, the CITY reserves the right to remove fixtures and equipment from the subject property, including buildings, for up to twenty days (October ____, 2012).

E. COMPLIANCE WITH APPLICABLE REGULATIONS:

CONTRACTOR shall, pursuant to performance, comply with all applicable rules, regulations, statutes or ordinances of any other unit or agency of government, including but not limited to those relating to non-discrimination in hiring or labor practices, payment of all required withholding taxes, workers' compensation and unemployment compensation insurance, liability insurance, OSHA or other safety rules and regulations, construction practices, environmental practices, wetland protection measures, vehicular safety and/or weight restrictions, refuse disposal practices, and notices to employees, whether or not such rules, regulations, statutes or ordinances are set forth or adopted by reference in the Submission Requirements herein. Pursuant to Laws of Minnesota 1995, Chapter 31, if CONTRACTOR shall fail to pay any subcontractor hired by CONTRACTOR under this project within 10 days after CONTRACTOR receives payment from CITY for work for which CONTRACTOR is liable to any subcontractor, CONTRACTOR shall be liable to the subcontractor for interest on the unpaid balance, at the rate of 1.5 per cent per month. Any subcontractor aggrieved by CONTRACTOR'S failure to remit payment to the subcontractor shall, for the purpose of enforcement, be considered a third-party beneficiary of this contract. However, nothing in this contract shall be deemed to impose upon CITY any duty to monitor, enforce or otherwise become involved in payments from CONTRACTOR to any subcontractor.

D. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless CITY from any liability arising out of CONTRACTOR's failure to observe compliance with Paragraph E above, specifically including, without limitation, liability arising out of the improper disposal or storage of any hazardous waste by CONTRACTOR or any entity hired or used by CONTRACTOR for such disposal.

E. WARRANTY OF WORKMANSHIP AND TIMELY COMPLETION:

In addition to any warranty which might be a part of the Plans and Specifications/Proposal, CONTRACTOR warrants that all work completed in connection with the PROJECT shall be done in a workmanlike and timely manner in accord with applicable industry standards. Where materials are being furnished by CONTRACTOR, CONTRACTOR warrants that all materials will be of good quality and suited for the purpose for which they are intended.

F. COMPLIANCE WITH STATUTORY REQUIREMENTS:

1. Data Practices Compliance: CONTRACTOR may have access to data collected or maintained by the City to the extent necessary to perform CONTRACTOR'S obligations under this contract. CONTRACTOR agrees to maintain all data obtained from the CITY in the same manner as the CITY is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. CONTRACTOR will not release or disclose the contents of data classified as not public to any person except at the written direction of the CITY. CONTRACTOR agrees to defend and indemnify the CITY from any claim, liability, damage or loss asserted against the CITY as a result of CONTRACTOR'S failure to comply with the requirement of the Act or this contract. Upon termination of this contract, CONTRACTOR agrees to return data to the CITY, as requested by the CITY.
2. Worker's Compensation: CONTRACTOR shall, at the time of execution of this contract, furnish evidence satisfactory to the CITY that CONTRACTOR maintains or is exempt from maintaining Worker's Compensation coverage, pursuant to Minnesota Statutes Chapter 176.182.
3. Income Tax Withholding: Prior to the time of final payment of any amounts owing to CONTRACTOR under this agreement, CONTRACTOR shall furnish a copy of Form IC-134, certified by the Minnesota Department of Revenue, documenting that all withholding tax requirements have been observed by CONTRACTOR.
4. Audit: Pursuant to Minnesota Statutes Chapter 16C.05 (subd. 5), the books and records of CONTRACTOR which are relevant to the services being performed under this Contract shall be subject to inspection in accord with said statute, for a period of six years from the date of final payment hereunder.

G. NOTICES:

WHEREAS, any notice which is or should be required to be given to CONTRACTOR shall be sufficient if addressed as follows, and deposited, postage prepaid, in the regular United States Mail. Notice shall be deemed to have been received on the third business day following the postmark:

Sauter & Son's Excavating
6651 141st Ave NW, #3
Ramsey, MN 55303

H. TERMINATION:

Either party may terminate this agreement on 30 days written notice to the other.

I. PAYMENT:

WHEREAS, the City received a quote for \$23,500.00 from Sauter and Son's to complete the work described in this contract.

The CITY shall remit to CONTRACTOR the amounts billed for services assuming that CONTRACTOR has fully complied with all of the terms of this agreement, completing the project in a timely and compliant manner.

IN WITNESS WHEREOF, the parties have executed this Agreement the date above written.

CITY OF RAMSEY

Bob Ramsey, Mayor

Date

Kurt Ulrich, City Administrator

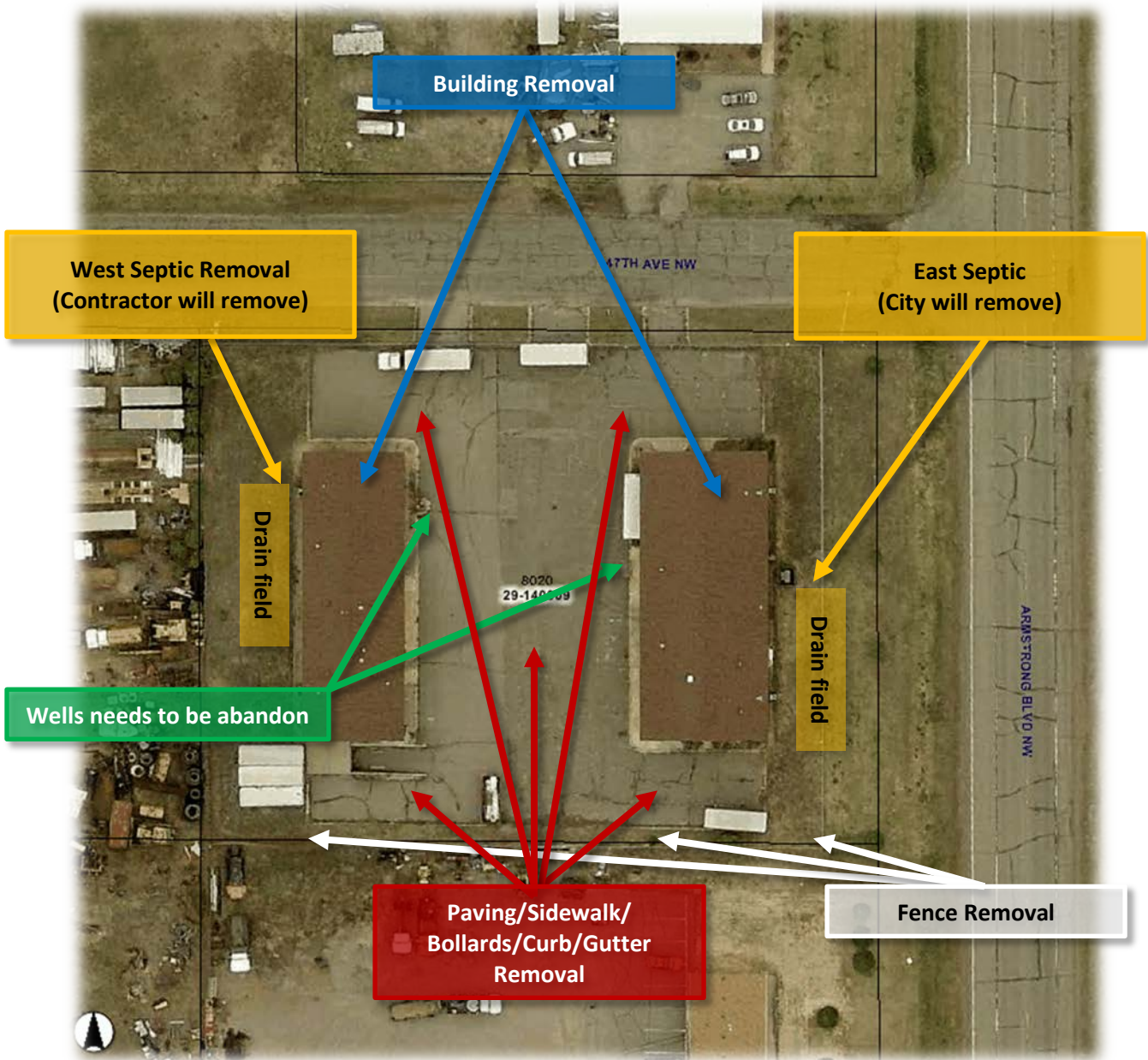
Date

CONTRACTOR

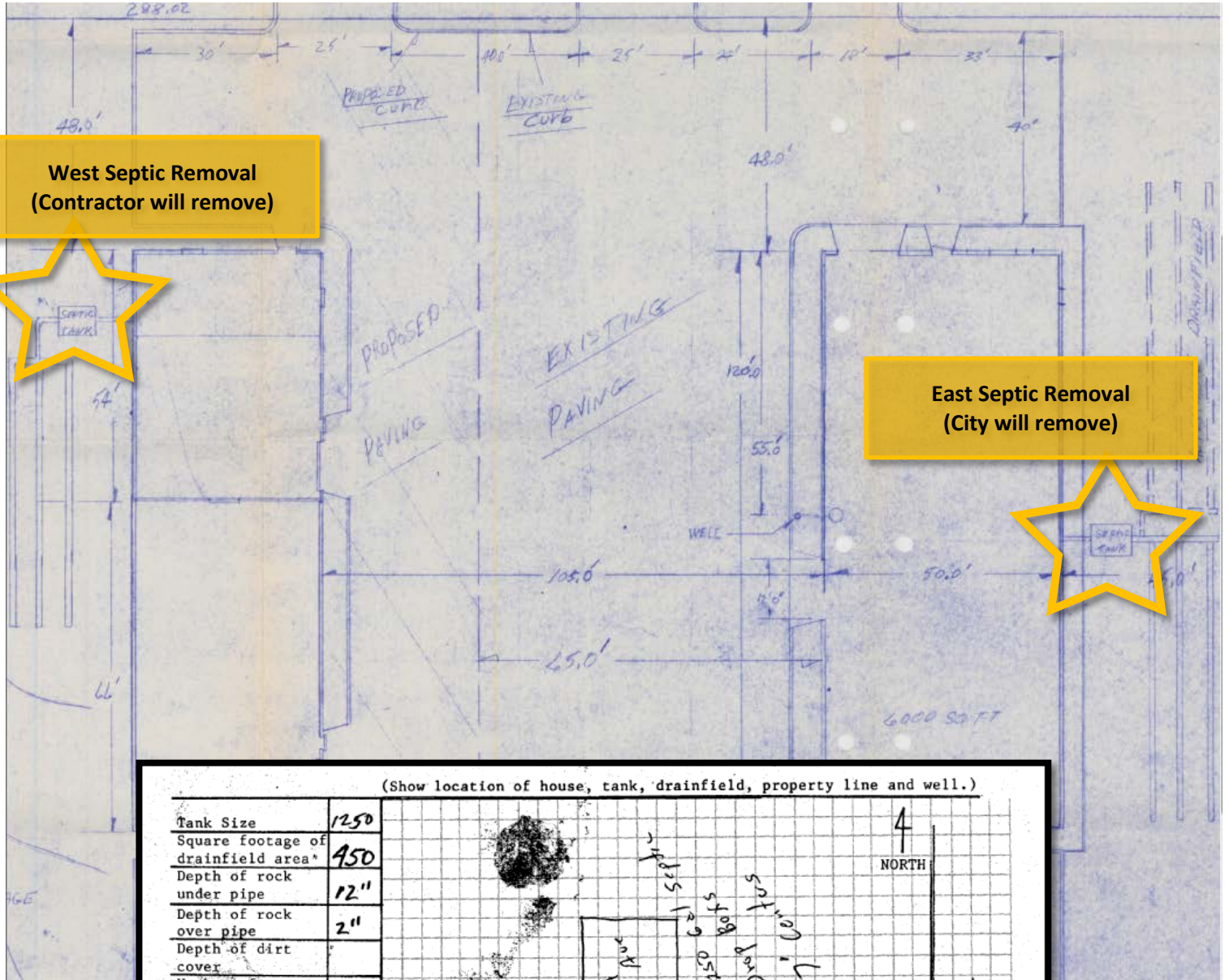
Tom Sauter, Sauter & Son's Excavating

Date

APPENDIX A
Reference Map: 8020 147th Ave Nw



APPENDIX B
8020 147TH AVE NW, Septic



(Show location of house, tank, drainfield, property line and well.)

| | |
|------------------------------------|---------|
| Tank Size | 1250 |
| Square footage of drainfield area* | 450 |
| Depth of rock under pipe | 12" |
| Depth of rock over pipe | 2" |
| Depth of dirt cover | |
| Number of bedrooms | |
| Water Table | |
| Sewer pipe | Plastic |
| House to tank | Cast |
| Outside lift | () |
| Ejector | () |
| Gravity | () |
| Permit fee | 50 00 |
| Surtax | .50 |
| Total | 50 50 |

Note: On ALL replacements and additions, tanks must be exposed for baffle inspection.

APPENDIX C
8020 147TH AVE NW, Well

| Unique Number | Stratigraphy | County | Well Name | Township | Range | Dir | Section | Sub Sections | Depth (ft) | Use | Elevation (ft) | Depth Cased (ft) | SWL | Casing Diameter | Casing Material | Aquifer | Address |
|------------------------|---------------------|--------|--------------|----------|-------|-----|---------|--------------|------------|------------|----------------|------------------|-----|-----------------|-----------------------------|-----------|---------------------------|
| 615612 | Yes | Anoka | NORDVIK, DON | 32 | 25 | W | 29 | ADAABA | 129 | Industrial | 874 | 120 | 18 | 4 | Steel (black or low carbon) | Franconia | 8024 147TH AV NW , RAMSEY |

| Minnesota Unique Well No. 615612 | | County Anoka | Quad Anoka | Quad ID 1208 | MINNESOTA DEPARTMENT OF HEALTH WELL AND BORING RECORD Minnesota Statutes Chapter 103 | | | Entry Date 07/14/1999 | Update Date 12/08/2008 | Received Date 01/11/1999 | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------|-----------------|---------------|-----------------|---|---|-----------------------------------|--------------------------|---------------------------|-----------------------------|---|----|------|------|----|----|------|------|----|----|-------|------|----|-----|-------|------|-----|-----|--|--|--|--|--|
| Well Name NORDVIK, DON | | | | | Well Depth 129 ft. | Depth Completed 129 ft. | Date Well Completed 11/03/1998 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Township Range Dir Section Subsections Elevation 32 25 W 29 ADAABA Elevation Method 7.5 minute topographic map (+/- 5 feet) | | | | | Drilling Method Non-specified Rotary | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Well Address 8024 147TH AV NW RAMSEY MN 55303 | | | | | Drilling Fluid Bentonite | Well Hydrofractured? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No From Ft. to Ft. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Geological Material | | | | | Use Industrial | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Color</th> <th>Hardness</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>BROWN</td> <td>SOFT</td> <td>0</td> <td>17</td> </tr> <tr> <td>GRAY</td> <td>SOFT</td> <td>17</td> <td>23</td> </tr> <tr> <td>GRAY</td> <td>SOFT</td> <td>23</td> <td>50</td> </tr> <tr> <td>BROWN</td> <td>SOFT</td> <td>50</td> <td>110</td> </tr> <tr> <td>WHITE</td> <td>SOFT</td> <td>110</td> <td>129</td> </tr> </tbody> </table> | | | | | Color | Hardness | From | To | BROWN | SOFT | 0 | 17 | GRAY | SOFT | 17 | 23 | GRAY | SOFT | 23 | 50 | BROWN | SOFT | 50 | 110 | WHITE | SOFT | 110 | 129 | Casing Type Steel (black or low carbon) Joint Threaded Drive Shoe? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No No Above/Below ft. | | | | |
| Color | Hardness | From | To | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BROWN | SOFT | 0 | 17 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GRAY | SOFT | 17 | 23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GRAY | SOFT | 23 | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BROWN | SOFT | 50 | 110 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WHITE | SOFT | 110 | 129 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Casing Diameter | | | | | Weight | | Hole Diameter | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 in. to 120 ft. | | | | | 11 lbs./ft. | | 8.5 in. to 30 ft. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Open Hole from ft. to ft. | | | | | Screen YES Make JOHNSON Type stainless steel | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Diameter | | | | | Slot/Gauze | | Length | | Set Between | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | | 7 | | 8 | | 120 ft. and 129 ft. | | | | | | | | | | | | | | | | | | | | | | | | |
| Static Water Level 18 ft. from Land surface Date Measured 11/03/1998 | | | | | PUMPING LEVEL (below land surface) ft. after 1 hrs. pumping 40 g.p.m. | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Well Head Completion Pitless adapter manufacturer MONITOR Model 8PL41UC1 <input type="checkbox"/> Casing Protection <input checked="" type="checkbox"/> 12 in. above grade <input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | |
|--|--|---|--|
| NO REMARKS | | Grouting Information Well Grouted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Located by: Minnesota Geological Survey Method: Digitization (Screen) - Map (1:24,000) | | Grout Material: Cuttings from 30 to 120 ft. Grout Material: High solids bentonite from to 30 ft. | |
| Unique Number Verification: Address verification Input Date: 08/19/2008 | | Nearest Known Source of Contamination 50 feet W direction Septic tank/drain field type | |
| System: UTM - NAD83, Zone 15, Meters X: 463008 Y: 5009409 | | Well disinfected upon completion? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | Pump <input type="checkbox"/> Not installed Date installed 11/05/1998 Manufacturer's name FLINT & WALLING Model number 4F10G05305 HP 0.5 Volts 230 Length of drop pipe 40 ft Capacity 10 g.p.m. Type Submersible Material | |
| | | Abandoned Wells Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| | | Variance Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| First Bedrock Franconia Aquifer Franconia | | Well Contractor Certification | |
| Last Strat. Franconia Depth to Bedrock 110 ft. | | Mork Well Co. 02658 THOMPSON S. License Business Name Lic. Or Reg. No. Name of Driller | |
| County Well Index Online Report | | 615612 | |
| | | Printed 8/15/2012 HE-01205-07 | |