

**AGREEMENT FOR SERVICES**

2024 Well Exploration – Drilling Services  
For Project: 2024 Well Replacement Exploration Services

THIS AGREEMENT (“Agreement”) is made and executed this 7<sup>th</sup> day of August, 2024, by and between the City of Baxter, 13190 Memorywood Drive, MN, 56425 (“City”) and Traut Companies, 32640 County Road 133, St Joseph, MN 5637 (“Contractor”).

WHEREAS, the City has accepted the proposal of the Contractor for drilling and monitoring well installation services and associated work; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services (“Services”), as defined in the following documents:
  - i. A proposal dated July 16, 2024, incorporated herein as Exhibit A;
  - ii. Request for Proposals - Drilling and Monitoring Well Installation Services (Letter to prospective bidders dated July 11, 2024) and Addendum 1 to Request for Proposals - Drilling and Monitoring Well Installation Services (sample agreement and Responsible Contractor Form), incorporated herein as Exhibit B.

(Hereinafter “Exhibits.”) Where terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.

- b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.
- c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services

and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay the Contractor for work completed according to unit prices provided, up to \$88,464.00, and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.

3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.

4. BONDS. If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.

5. TERMINATION AND REMEDIES.

- a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have

fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

- c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:
  - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
  - ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
- 6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
  - 7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
  - 8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
  - 9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a

reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

10. CITY'S REPRESENTATIVE. The City has designated Trevor Walter (Public Works Director/City Engineer) to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated Daryl Karasch to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
- b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

13. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- a. Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City.

The City shall be named as an additional insured on the Commercial General Liability Insurance policy.

14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date. Contractor warrants that all work will be free from defects and that all materials will be new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

15. NOTICES. Notices shall be communicated to the following addresses:

If to City: City of Baxter  
13190 Memorywood Drive  
Baxter, MN 56425  
Attention: Trevor Walter

Or e-mailed: [twalter@baxtermn.gov](mailto:twalter@baxtermn.gov)

If to Contractor: Traut Companies  
32640 County Road 133  
St Joseph, MN 56374

Or emailed: [daryl@trautcompanies.com](mailto:daryl@trautcompanies.com)

16. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

17. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.

- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.
- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

18. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF BAXTER:

By: \_\_\_\_\_  
Darrel Olson

Its: Mayor

ATTEST

By: \_\_\_\_\_  
Kelly Steele

Its: Assistant City Administrator / City Clerk

**CONTRACTOR**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT A

### Traut Companies Proposal

July 16, 2024

SEH  
2351 Connecticut Ave, Suite 300  
Sartell, MN 56377

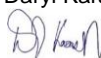
Att: Melanie Niday (612-240-0287) Email: mnday@sehinc.com  
Re: Baxter (MW Installation)

**Scope 0-130' Drift, 130'-150' weathered Bedrock**

- 2 (140'-150') 4" Continuous Core x 6" Sonic Liner, Collect Soil Samples  
If material looks favorable set temporary 6" well, 200-300 GPM, perform step test,  
**Discharge pumped water onto the ground (if allowed) otherwise into city storm sewer, coordinate with City, Collect Soil Samples for Sieve analysis by Johnson Screens**
- 2 (140' - 150') Set 2" Monitor Well w/ (5'-15') SS Flushthread 10 Slot Screen, Stainless Steel Flushthread Riser, HS Bentonite Grout, 6" Protop, Devleop  
**Thin spread drill fluid & soil cuttings**

| Service   | Unit  | Qty | Price      | Total               | Item #    |
|---|-------|-----|------------|---------------------|-----------|
| Mobilization / Demobilization                     | Ea    | 1   | \$3,000.00 | \$ 3,000.00         |           |
| Per Diem (3 Person Crew)                          | Night | 4   | \$570.00   | \$ 2,280.00         |           |
|   |       | 1   | \$5,280.00 | \$ 5,280.00         | <b>1</b>  |
| Project Coord & Report                            | Ls    | 1   | \$4,000.00 | \$ 4,000.00         | <b>10</b> |
| Environmental Well Notification                   | Ea    | 2   | \$350.00   | \$ 700.00           | <b>4</b>  |
| <b>2 (150') Sonic Borings</b>                     |       |     |            |                     |           |
| Set Up Charge                                     | Ea    | 2   | \$600.00   | \$ 1,200.00         |           |
| 6" Sonic, 4" Core (0-100')                        | Ft    | 200 | \$56.00    | \$ 11,200.00        |           |
| 6" Sonic, 4" Core (100-150')                      | Ft    | 80  | \$61.00    | \$ 4,880.00         |           |
| 6" Sonic, 4" Core (100-150') Rock                 | Ft    | 20  | \$66.00    | \$ 1,320.00         |           |
|   |       | 300 | \$62.00    | \$ 18,600.00        | <b>5</b>  |
| Abandonment of Sonic Boring                       | Ft    | 300 | \$22.00    | \$ 6,600.00         | <b>6</b>  |
| Collect Soil Samples for Johnson Screen           | Ea    | 8   | \$250.00   | \$ 2,000.00         | <b>7</b>  |
| <b>Option for 2 Test wells and test pumps</b>     |       |     |            |                     |           |
| 8" Sonic Liner                                    | Ft    | 300 | \$30.00    | \$ 9,000.00         |           |
| 6" Temp Well Install                              | Ft    | 300 | \$30.00    | \$ 9,000.00         |           |
| Test Pumping - Furnish & Install (200 to 300 GPM) | Ea    | 4   | \$1,500.00 | \$ 6,000.00         |           |
| Discharge Hose                                    | Ft    | 600 | \$2.00     | \$ 1,200.00         |           |
| Test Pumping - Step Test                          | Hr    | 4   | \$350.00   | \$ 1,400.00         |           |
|   |       | 4   | \$6,650.00 | \$ 26,600.00        | <b>8</b>  |
| <b>2" Monitor Well Installation</b>               |       |     |            |                     |           |
| 2" Stainless Steel Screen                         | Ft    | 30  | \$90.00    | \$ 2,700.00         |           |
| 2" Stainless Steel Flush Thread Riser             | Ft    | 274 | \$41.00    | \$ 11,234.00        |           |
| Sand Pack, Grout Annulus                          | Ft    | 300 | \$25.00    | \$ 7,500.00         |           |
|   |       | 300 | \$71.45    | \$ 21,434.00        | <b>9A</b> |
| 6" Protective Casing with Locking Cap             | Ea    | 2   | \$450.00   | \$ 900.00           |           |
| 4" Bollards                                       | Ea    | 6   | \$125.00   | \$ 750.00           |           |
|   |       | 2   | \$825.00   | \$ 1,650.00         | <b>9B</b> |
| Development                                       | Ea    | 2   | \$800.00   | \$ 1,600.00         | <b>9C</b> |
| <b>Misc</b>                                       |       |     |            |                     |           |
| Access Time                                       | Hr    |     | \$400.00   | \$ -                |           |
| Standby Time                                      | Hr    |     | \$400.00   | \$ -                |           |
| <b>Estimated Total</b>                            |       |     |            | <b>\$ 88,464.00</b> |           |

Prices are subject to change if work is not completed within 120 days of issuance, unless arranged  
Daryl Karasch - President / Sonic Drill Manager



**Attachment D - Cost Spreadsheet**  
**Drilling and Well Installation Cost Estimate Form**  
**City of Baxter, Minnesota**

| Item No.  | Description  | Estimated Quantity | Unit       | Unit Cost  | Extension          |
|---|--|--------------------|------------|------------|--------------------|
| 1   | Mobilization-Demobilization (drill and crew/Health & Safety/per diem/water)<br><i>Drill Rig Type/Model: Sonic drilling methods required for exploratory boreholes</i>                                      | 1                  | Lump Sum   | \$5,280.00 | \$5,280.00         |
| 2   | Anticipated Start Date   | September          | Date       | --         | --                 |
| 3   | Anticipated Number of Days to Complete Drilling/Well Installations   | 5                  | Days       | --         | --                 |
| <b>Exploratory Soil Borings</b>   |  |                    |            |            |                    |
| 4   | Well MDH Notification and Fees   | 2                  | Per Boring | \$350.00   | \$700.00           |
| 5   | Soil Boring (continuous soil sampling using rotasonic drill rig, 4" sample core and 6" outer core, or approved alternative)  | 300                | Per Foot   | \$62.00    | \$18,600.00        |
|   | a. 0 to 150 feet (2 locations)   |                    |            |            |                    |
| 6   | Borehole abandonment for 6" diameter borehole, grout via tremie line   | 300                | Per foot   | \$22.00    | \$6,600.00         |
|   | a. 0 to 150 feet (2 locations if not used for well installations)  |                    |            |            |                    |
| 7   | Soil Laboratory Testing  | 8                  | Per Sample | \$250.00   | \$2,000.00         |
|   | a. Soil sample collection and sieve analysis (4 per exploratory boring)  |                    |            |            |                    |
| <b>Test Pumping (during completion of exploratory soil borings)</b>                               |  |                    |            |            |                    |
| 8   | Completion of test pumping during drilling of each exploratory boring (assuming up to 2 test pumps per borehole).  | 4                  | Per Test   | \$6,650.00 | \$26,600.00        |
|   | a. Install a temporary well screen   |                    |            |            |                    |
|   | b. Install pump and pump temporary well at progressively increasing rates (target 200-300 gpm)   |                    |            |            |                    |
|   | c. Once maximum pumping rate is established, shut off pump and monitor drawdown recovery   |                    |            |            |                    |
|   | d. Once well has recovered, remove temporary well and continue drilling (or construct observation/monitoring well)   |                    |            |            |                    |
| <b>Well Installation</b>  |  |                    |            |            |                    |
| <b>Observation/Monitoring Well Installations (Optional Installation Based on Site Conditions)</b> |  |                    |            |            |                    |
| 9   | 2-inch, Stainless-steel Well Construction (Minn. Rules 4725), Stainless-steel riser and screen, w/ filter pack, bentonite seal, grout (screen length to be determined in the field, up to 15-foot screens) | 300                | Per Foot   | \$71.45    | \$21,435.00        |
|   | a. 0 to 150 feet stainless-steel well w/ up to 15-foot steel screen (2 location)   |                    |            |            |                    |
|   | b. Well Protection including locking well protective casing, concrete collar, 3 guard posts, and lock (per Minnesota Rules 4725)   | 2                  | Per Well   | \$825.00   | \$1,650.00         |
|   | c. Well Development (Surge/agitate and remove at least three to five well volumes for good well function in accordance with Minn. Rules 4725)  | 2                  | Per Well   | \$800.00   | \$1,600.00         |
| <b>Reporting/Documentation</b>  |  |                    |            |            |                    |
| 10  | MDH Well and Boring Records, Sieve Analysis Results and Filter Pack Recommendations  | 1                  | Lump Sum   | \$4,000.00 | \$4,000.00         |
| <b>COST ESTIMATE TOTAL</b>  |  |                    |            |            | <b>\$88,465.00</b> |



Building a Better World  
for All of Us®

## EXHIBIT B

July 11, 2024

RE: Request for Proposals - Drilling and  
Monitoring Well Installation Services  
City of Baxter, Minnesota  
SEH No. BAXTE 179777 14.00

Dear Drilling Services Manager:

On behalf of the City of Baxter (the City), Short Elliott Hendrickson, Inc (SEH®) has prepared the following Request for Proposals – Drilling and Monitoring Well Installation Services. The City has retained SEH for the completion of an aquifer investigation for the potential installation of new water supply wells. For this first task, the project scope includes: 1) drilling of two (2) exploratory borings using sonic drilling methods to characterize soils; and 2), if conditions look favorable, the installation of two (2) observation/monitoring wells in the exploratory boreholes.

The Project Area is located on City owned property in the northwest corner of the intersection between Jasperwood Drive and Mapleton Road South (east of the existing well field). Proposed soil boring locations are illustrated in **Attachment A**. A table providing estimated drilling depths and specifications is provided in **Attachment B**. Boring logs from nearby monitoring wells and borings are provided within **Attachment C**.

All soil borings to be completed will require a Rotasonic drill rig and will require drilling in unconsolidated glacial deposits (with the possibility of weathered bedrock being encountered underlying glacial deposits).

The proposal schedule is as follows:

- |                   |  |
|-------------------|--|
| 1) July 11, 2024  | Request for Proposal Distributed                     |
| 2) July 23, 2024  | Proposals Due  |
| 3) August 7, 2024 | Contractor Award (notification may be made prior to) |

### PURPOSE

The project includes:

- 1) Complete two (2) exploratory boring using sonic drilling methods to an estimated depth between 140 and 150 feet.
- 2) If possible, complete a preliminary assessment of potential capacity within each open borehole by utilizing a temporary well screen placed in a selected interval and test pumping the aquifer.
- 3) Collect soil samples from each soil boring and coordinate sieve analysis with Johnson Screens for evaluating an optimum water supply screened interval for future well screen sizing and well design.
- 4) If the aquifer conditions look favorable, construct and document the installation of two (2) observation/monitoring wells (exploratory soil boring locations will be converted into wells).
- 5) Complete well development of two (2) observation/monitoring well(s) following construction.

The monitoring wells will be retained for aquifer monitoring purposes.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

## **WORK TASKS**

All drilling and well installation services must be performed by a licensed well driller in the State of Minnesota in accordance with Minnesota Rules 4725. An SEH geologist will provide drilling oversight during the project. A list of tasks is provided below.

### **1. Exploratory Soil Boring**

The locations of the proposed soil borings are included within **Attachment A**. The drilling locations will be staked by SEH, but the actual locations of the soil borings/wells may be modified during the field work to accommodate site conditions. A summary table of the proposed soil borings and wells is provided in **Attachment B**.

Two (2) exploratory borings (SB-01 and SB-02) will be completed as part of the field investigation for soil characterization purposes and to establish depth to the bedrock surface at each location. Depending on the geologic conditions observed within the borings, observation/monitoring wells will be installed at each location. All boreholes will be drilled in accordance with the Minnesota Department of Health (MDH) Well Construction Code (Minnesota Rules 4725).

Soil borings will be advanced using a minimum outer diameter casing of 6 inches in preparation of the installation of a 2-inch diameter monitoring well. Drilling must be in accordance with ASTM D6914/D6914M-16 (Standard Practice for Sonic Drilling for Site Characterization and the Installation of Subsurface Monitoring Devices) Standards. Samples will be collected continuously to the bottom of each soil boring. Depth to bedrock is estimated to be approximately 130 to 140 ft below ground surface. The exploratory soil boring would be completed to an estimated depth of 140 to 150 ft to establish depth to bedrock. For reference, boring logs for nearby existing soil borings are provided in **Attachment C**.

Prior to mobilization to the site, the drill rig, drilling tools, and sampling equipment will be decontaminated to minimize the potential for cross-contamination from other sites. Soil cuttings produced will be thin spread around the soil boring. No known soil contamination is present within the proposed drilling area.

### **2. Preliminary Test Pumping of Exploratory Borings (during drilling of exploratory borings)**

If aquifer conditions look favorable during the completion of the exploratory soil borings, the contractor will install a temporary well screen within the outer drill casing at one selected interval of each boring and conduct a preliminary pumping of the aquifer to assess potential capacity. Completion of the test pumping must be coordinated with SEH. It is assumed that the drilling contractor will provide all equipment for the test including the pump, associated equipment, and temporary well material. The following steps must be followed as part of the test pumping:

- 1) Provide and operate temporary pumping equipment capable of pumping and accurately measuring a flow rate.
  - a) Pumping rates of 200 to 300 gallons per minute (gpm) or greater would be preferred but it is understood there are limitations based on the well screen diameter and size of the pump that can be installed into the exploratory borehole(s).
- 2) Coordinate discharge with the City to the storm sewer (or alternate approved method to manage discharge).
- 3) Conduct Test Pumping:
  - a) Measure and record static water level prior to testing.
  - b) Operate pump at progressively increasing rates.
  - c) Monitor and record drawdown.
  - d) Upon pump shutdown, allow monitoring of drawdown recovery.

Once well has recovered, temporary well can be removed, and drilling will continue (or observation/monitoring well will be constructed if test pumping was performed at the desired interval for the well screen).

**3. Collect Soil Samples for Sieve Analysis (future well screen sizing/general well design)**

If aquifer conditions look favorable, a test well and/or production well(s) may be installed in the future near the locations of the exploratory boreholes once appropriate well design options have been established.

To help facilitate future planning and well design, the drilling contractor shall collect soil samples and coordinate sieve analysis of soil samples with Johnson Screen from the estimated water supply well screened interval. Results of the sieve analysis shall be used to establish well construction material recommendations for optimum well function.

**4. Observation Well Installation**

Two (2) observation/monitoring wells (MW-01 and MW-02) may be installed in the area to be used for water quality sampling and measuring water levels. The observation/monitoring wells are anticipated to be constructed in each exploratory borehole. The approximate locations correspond to the exploratory soil borings shown in **Attachment A**. Anticipated depth to groundwater and proposed well screen intervals are summarized in **Attachment B**. The monitoring wells will be installed in accordance with the applicable portions of the MDH Well Construction Code (MN Rules 4725). Installation details will be recorded on well construction diagrams.

The observation/monitoring wells will be constructed using 2-inch diameter, factory-slotted, flush-threaded stainless-steel screens with steel riser. The screen lengths for each well will be determined in the field based on observed soil conditions (anticipated to be between 5 to 15-feet). The well screen will be surrounded with a clean filter pack of a minimum annular thickness of 2-inches. The filter pack will extend 2 to 3 feet above the top of the well screen. A 3-foot bentonite seal will be placed above the well screen filter pack and followed by high solids bentonite grout to 5 feet below the ground surface.

A concrete collar will be installed from the top of the grout to the ground surface and sloped away from the well casing. A locking over-sized steel protective casing will be placed over the well riser pipe to protect against damage and vandalism.

**5. Observation/Monitoring Well Development**

Well development will be completed by the drilling contractor following well installation. Procedures and equipment used for initial development will be recorded. An attempt will be made to remove three to five times the standing water volume in the well and sand pack with appropriate documentation of stabilization/recovery parameters. No water, dispersing agents, acids, or disinfectants will be added to the well to assist development.

**6. Documentation**

The following documentation/submittals are required:

- 1) MDH Well and Boring Records.
- 2) Results of the sieve analysis and screen/filter pack recommendations.

### **CONTRACT DETAILS AND ASSUMPTIONS**

The services contract will be established directly between the successful Proposer and the City of Baxter based on the information provided in this RFP and the submitted proposal.

The following are a list of the project assumptions:

- 1) Site should be accessible by truck-mounted drill rig.
- 2) SEH will stake the drilling locations.
- 3) Drilling contractor is responsible for utility locates.
- 4) Drilling contractor will coordinate with the City to obtain water for drilling.
- 5) Drilling contractor will coordinate with the City to discharge water generated during well development and test pumping of the aquifer to city storm sewers (if discharge to ground surface is not an approved option).
- 6) Exploratory borehole cores shall be stored and protected onsite on and under a weighted tarp until SEH approves removal or allowed to be spread thin at the site.
- 7) Drilling contractor will provide reasonable, but minimal site restoration and cleanup of sediment debris, materials, and surface damage. Drilling-associated material must be removed from the site for proper disposal.

### **PROPOSAL SUBMITTAL**

The proposal should reference the specifications provided in this letter and should contain a completed version of the attached spreadsheet provided in **Attachment D** to ensure that all costs are accounted for within the cost estimate portion of the submittal. Any discrepancies with Minnesota Rules 4725 should be identified within the proposal.

An electronic copy of the proposal, including all attachments and supplemental information, must be received by SEH no later than end of day on Tuesday, July 23, 2024. Prices and terms of the proposal as stated must be valid for the length of any resulting contract. The installation date will be based on the awarded drilling contractor's schedule but coordinated with SEH for drilling oversight.

The City does not guarantee selection of any vendor and reserves the right to reject all proposals. The City may or may not accept the lowest price quotation and reserves the right to select the proposal which best meets its needs, selection criteria, and best value.

The following are considered minimum contents for the proposal:

1. A restatement of the understanding of the project objectives and tasks.
2. List of proposed methods and materials proposed for the drilling services.
3. Completion of the attached spreadsheet (Attachment D) including unit costs for each item listed.
4. Proposed start date for drilling and estimated number of days of drilling.

July 11, 2024  
Page 5

If you should have any questions, please feel free to contact Melanie ([mniday@sehinc.com](mailto:mniday@sehinc.com) or 612.240.0287) or Aaron ([akutz@sehinc.com](mailto:akutz@sehinc.com) or 612.508.7860).

We look forward to hearing from you regarding this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Melanie G. Niday, PG (MN, WI)  
Project Manager



Aaron Kutz, PG (MN, WI)  
Project Geologist/Field Manager

MGN/AK

Attachments:

**Attachment A** – Figure 1 - Project Location

**Attachment B** – Table 1 – Summary of Proposed Soil Boring and Well Locations

**Attachment C** – Existing Well Records

**Attachment D** – Cost Spreadsheet (MS Excel)

c: City of Baxter

x:\ae\b\baxte\179777\6-bid-const\bidding\drilling rfp\rfp for drilling services.docx

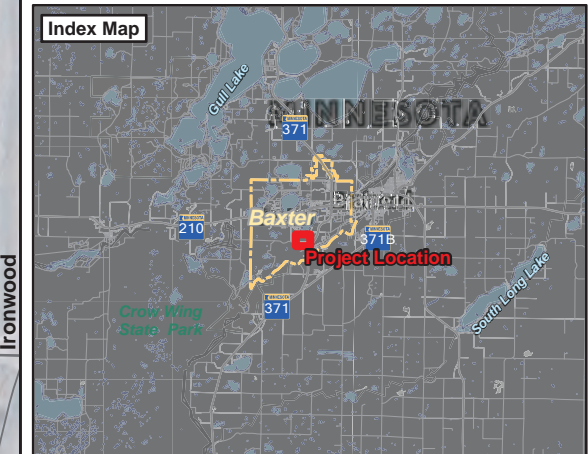
# Attachment A

Figure 1 – Project Location





- Legend**
- Proposed Exploratory Boring Location
  - Project Area
  - Baxter Public Water Supply Wells
  - Baxter Exploratory Borings (WSN 2002)
  - County Parcel



### Project Location

### Exploratory Borings City of Baxter Crow Wing County, Minnesota

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

|  |   |                       |
|--|---|-----------------------|
|  | Project: BAXTE 179777<br>Print Date: 7/10/2024  | <h2>Figure<br/>1</h2> |
|  | <small>Map by: Mark Sherrill Projection:<br/>         UTM Zone 15N Source: ESRI,<br/>         SEH Digi, MinDOT, Minnesota<br/>         Geologic Survey (MGS), Crow<br/>         Wing County</small> |                       |

Path: X:\AER\BAXTE\179777\GIS\BAXTE\_179777\hydro\studv\BAXTE\_179777\hydro\studv.aprx

# Attachment B

Table 1 – Summary of Proposed Soil Boring and Well Locations

**Attachment B - Summary of Proposed Soil Boring and Well Locations  
City of Baxter, Minnesota  
Crow Wing County, Minnesota**

| Proposed Locations | Type  | Estimated Information                |   |                                   |                                  | Proposed Soil Boring Information |  |                              | Proposed Monitoring Well Information |                                |                             | Basis for Proposed Boring/Well Depth   |
|--------------------|---|--------------------------------------|---|-----------------------------------|----------------------------------|----------------------------------|--|------------------------------|--------------------------------------|--------------------------------|-----------------------------|--|
|                    |   | Existing Grade Elevation (feet NGVD) | Weathered Bedrock Elevation (feet NGVD) | Water Table Elevation (feet NGVD) | Water Table Elevation (feet bgs) | Soil Boring Depth (feet bgs)     | Depth into Weathered or Competent Bedrock (feet bgs) | Bottom Elevation (feet NGVD) | Screen Length (feet)                 | Screened Elevation (feet NGVD) | Well Type                   |  |
| SB-01 (MW-01*)     | Exploratory Soil Boring with Potential Well | 1200.0                               | 1055.0 - 1070.0                         | 1165.0 - 1170.0                   | 30 to 35                         | 150                              | 130 to 140   | 1050.0                       | 5 to 15                              | TBD                            | Observation/Monitoring Well | Screened across a similar elevation to the anticipated well screen interval for a future test well and/or production wells |
| SB-02 (MW-02*)     |   | 1200.0                               | 1055.0 - 1070.0                         | 1165.0 - 1170.0                   | 30 to 35                         | 150                              | 130 to 140   | 1050.0                       | 5 to 15                              | TBD                            | Observation/Monitoring Well |  |

**Notes:**

- Actual boring locations and depths may change due to field conditions.

\* Wells may or may not be installed depending on the geology encountered.

bgs - below ground surface

NGVD - National Geodetic Vertical Datum

# Attachment C

Existing Well Records

Minnesota Unique Well No.

**733065**

County Crow Wing  
 Quad Baxter  
 Quad ID 212D

MINNESOTA DEPARTMENT OF HEALTH  
**WELL AND BORING RECORD**  
*Minnesota Statutes Chapter 1031*

Entry Date 12/09/2005  
 Update 07/26/2007  
 Received Date 07/06/2018

|  |                         |                     |   |                |                      |                                   |                   |                         |  |                                |                     |                           |         |
|--|-------------------------|---------------------|---|----------------|----------------------|-----------------------------------|-------------------|-------------------------|--|--------------------------------|---------------------|---------------------------|---------|
| <b>Well Name</b>   | <b>Township</b>         | <b>Range</b>        | <b>Dir</b>                              | <b>Section</b> | <b>Subsection</b>    | <b>Use</b>                        | <b>Status</b>     | <b>Well Depth</b>       | <b>Depth Completed</b>   | <b>Date Well Completed</b>     | <b>Lic/Reg. No.</b> |                           |         |
| BAXTER 1   | 133                     | 29                  | W                                       | 13             | DCCCCB               | public supply/community           | S                 | 135 ft.                 | 133 ft.  | 11/11/2005                     | 2157                |                           |         |
| <b>Elevation</b>   | 1205 ft.                | <b>Elev. Method</b> | 7.5 minute topographic map (+/- 5 feet) |                |                      | <b>Aquifer</b>                    | Quat. Water Table | <b>Depth to Bedrock</b> | 133 ft   | <b>Open Hole</b>               | - ft                | <b>Static Water Level</b> | 26.3 ft |
| <b>Field Located By</b>                                  | Minnesota Department of |                     |   |                | <b>Locate Method</b> | GPS SA Off (averaged) (15 meters) |                   |                         | <b>Universal Transverse Mercator (UTM) - NAD83 - Zone 15 -</b> |                                |                     |                           |         |
| <b>Unique No. Verified</b>                               |                         |                     |   |                | <b>Input Source</b>  | Minnesota Department of Health    |                   |                         | <b>UTM Easting (X)</b>   | 401815                         |                     |                           |         |
| <b>Geological Interpretation Agency (Interpretation)</b> | Bruce Bloomgren         |                     |   |                | <b>Input Date</b>    | 11/17/2005                        |                   |                         | <b>UTM Northing (Y)</b>  | 513101                         |                     |                           |         |
|  |                         |                     |   |                |                      |                                   |                   |                         | <b>Interpretation Method</b>                                   | Geologic study 1:24k to 1:100k |                     |                           |         |

| Geological Material | Color   | Hardness | Depth (ft.) |     | Thickness | Elevation (ft.) |      | Stratigraphy         | Primary Lithology | Secondary        | Minor Lithology |
|---------------------|---------|----------|-------------|-----|-----------|-----------------|------|----------------------|-------------------|------------------|-----------------|
|                     |         |          | From        | To  |           | From            | To   |                      |                   |                  |                 |
| NO RECORD           |         |          | 0           | 1   | 1         | 1205            | 1204 | Recent undiff.       | soil              | organic deposits |                 |
| SAND                | BROWN   |          | 1           | 13  | 12        | 1204            | 1192 | sand-brown           | sand              |                  |                 |
| SAND                | GRAY    |          | 13          | 22  | 9         | 1192            | 1183 | sand-brown           | sand              |                  |                 |
| GRAVEL              | VARIED  |          | 22          | 31  | 9         | 1183            | 1174 | gravel (+larger)     | gravel            |                  |                 |
| ROCK                | WHITE   |          | 31          | 32  | 1         | 1174            | 1173 | boulder or boulders- | boulder           |                  |                 |
| GRAVEL              | VARIED  |          | 32          | 51  | 19        | 1173            | 1154 | gravel (+larger)     | gravel            |                  |                 |
| SAND                | GRAY    |          | 51          | 76  | 25        | 1154            | 1129 | sand-gray            | sand              |                  |                 |
| ROCK                | WHITE   |          | 76          | 77  | 1         | 1129            | 1128 | boulder or boulders- | boulder           |                  |                 |
| SAND & GRAVEL       | GRAY    |          | 77          | 89  | 12        | 1128            | 1116 | sand +larger-gray    | sand              | gravel           |                 |
| SAND                | GRAY    |          | 89          | 133 | 44        | 1116            | 1072 | sand-gray            | sand              |                  |                 |
| DECOMPOSED          | RED/GRN |          | 133         | 135 | 2         | 1072            | 1070 | weathering residuum  | regolith          |                  |                 |

Minnesota Well Index - Stratigraphy Report

**733065**

Printed on 07/01/2024

Minnesota Unique Well No.

**752207**

County Crow Wing  
 Quad Baxter  
 Quad ID 212D

MINNESOTA DEPARTMENT OF HEALTH  
**WELL AND BORING RECORD**  
*Minnesota Statutes Chapter 1031*

Entry Date 10/04/2007  
 Update 09/21/2007  
 Received Date 03/10/2014

|                                  |                             |                     |            |                |                      |  |                         |                   |  |                            |                                |                           |      |    |
|----------------------------------|-----------------------------|---------------------|------------|----------------|----------------------|--|-------------------------|-------------------|--|----------------------------|--------------------------------|---------------------------|------|----|
| <b>Well Name</b>                 | <b>Township</b>             | <b>Range</b>        | <b>Dir</b> | <b>Section</b> | <b>Subsection</b>    | <b>Use</b>   | <b>Status</b>           | <b>Well Depth</b> | <b>Depth Completed</b>   | <b>Date Well Completed</b> | <b>Lic/Reg. No.</b>            |                           |      |    |
| BAXTER 4                         | 133                         | 29                  | W          | 13             | DCCCCB               | public supply/community                            | A                       | 140 ft.           | 132 ft.  | 08/16/2007                 | 1337                           |                           |      |    |
| <b>Elevation</b>                 | 1207.01                     | <b>Elev. Method</b> | Surveyed   |                | <b>Aquifer</b>       | Quat. Water Table                                  | <b>Depth to Bedrock</b> | ft                | <b>Open Hole</b>   | -                          | ft                             | <b>Static Water Level</b> | 30.7 | ft |
| <b>Field Located By</b>          | Minnesota Department of     |                     |            |                | <b>Locate Method</b> | Digitization (Screen) - Map (1:24,000) (15 meters) |                         |                   | <b>Universal Transverse Mercator (UTM) - NAD83 - Zone 15 -</b> |                            |                                |                           |      |    |
| <b>Unique No. Verified</b>       | Information from owner-site |                     |            |                | <b>Input Source</b>  | Minnesota Department of Health                     |                         |                   | <b>UTM Easting (X)</b>   |                            | 401806                         |                           |      |    |
| <b>Geological Interpretation</b> | Bruce Bloomgren             |                     |            |                | <b>Input Date</b>    | 10/10/2007   |                         |                   | <b>UTM Northing (Y)</b>  |                            | 513101                         |                           |      |    |
| <b>Agency (Interpretation)</b>   |                             |                     |            |                |                      |  |                         |                   | <b>Interpretaion Method</b>                                    |                            | Geologic study 1:24k to 1:100k |                           |      |    |

| Geological Material | Color | Hardness | Depth (ft.) |     |           | Elevation (ft.) |        | Stratigraphy | Primary Lithology | Secondary | Minor Lithology |
|---------------------|-------|----------|-------------|-----|-----------|-----------------|--------|--------------|-------------------|-----------|-----------------|
|                     |       |          | From        | To  | Thickness | From            | To     |              |                   |           |                 |
| SAND-FINE           |       |          | 0           | 22  | 22        | 1207.0          | 1185.0 | sand         | sand              |           |                 |
| SAND-COARSE         |       |          | 22          | 46  | 24        | 1185.0          | 1161.0 | sand         | sand              |           |                 |
| SAND-FINE TO MEDIUM |       |          | 46          | 81  | 35        | 1161.0          | 1126.0 | sand         | sand              |           |                 |
| CLAY                | RED   |          | 81          | 86  | 5         | 1126.0          | 1121.0 | clay-red     | clay              |           |                 |
| SAND-FINE TO MEDIUM |       |          | 86          | 132 | 46        | 1121.0          | 1075.0 | sand         | sand              |           |                 |
| CLAY                | BLUE  |          | 132         | 140 | 8         | 1075.0          | 1067.0 | clay-gray    | clay              |           |                 |

Minnesota Well Index - Stratigraphy Report

**752207**

Printed on 07/01/2024

**741694**

County Crow Wing  
 Quad Baxter  
 Quad ID 212D

MINNESOTA DEPARTMENT OF HEALTH  
**WELL AND BORING RECORD**  
 Minnesota Statutes Chapter 1031

Entry Date 03/09/2007  
 Update 12/29/2006  
 Received Date 08/12/2020

|                                  |   |                     |            |                |                      |  |                         |                   |  |                            |                                |          |
|----------------------------------|---|---------------------|------------|----------------|----------------------|--|-------------------------|-------------------|--|----------------------------|--------------------------------|----------|
| <b>Well Name</b>                 | <b>Township</b>                                     | <b>Range</b>        | <b>Dir</b> | <b>Section</b> | <b>Subsection</b>    | <b>Use</b>   | <b>Status</b>           | <b>Well Depth</b> | <b>Depth Completed</b>   | <b>Date Well Completed</b> | <b>Lic/Reg. No.</b>            |          |
| BAXTER 5                         | 133   | 29                  | W          | 13             | DCCCB                | public supply/community                            | A                       | 150 ft.           | 121 ft.  | 11/10/2006                 | 1337                           |          |
| <b>Elevation</b>                 | 1207.58   | <b>Elev. Method</b> | Surveyed   |                | <b>Aquifer</b>       | Quat. Water Table                                  | <b>Depth to Bedrock</b> | 136 ft            | <b>Open Hole</b>   | - ft                       | <b>Static Water Level</b>      | 29.67 ft |
| <b>Field Located By</b>          | Minnesota Department of Information from owner-site |                     |            |                | <b>Locate Method</b> | Digitization (Screen) - Map (1:24,000) (15 meters) |                         |                   | <b>Universal Transverse Mercator (UTM) - NAD83 - Zone 15 -</b> |                            |                                |          |
| <b>Unique No. Verified</b>       | Bruce Bloomgren                                     |                     |            |                | <b>Input Source</b>  | Minnesota Department of Health                     |                         |                   | <b>UTM Easting (X)</b>   |                            | 401807                         |          |
| <b>Geological Interpretation</b> |   |                     |            |                | <b>Input Date</b>    | 10/10/2007   |                         |                   | <b>UTM Northing (Y)</b>  |                            | 513105                         |          |
| <b>Agency (Interpretation)</b>   |   |                     |            |                |                      |  |                         |                   | <b>Interpretation Method</b>                                   |                            | Geologic study 1:24k to 1:100k |          |

| Geological Material     | Color | Hardness | Depth (ft.) |     | Thickness | Elevation (ft.) |        | Stratigraphy         | Primary Lithology | Secondary        | Minor Lithology |
|-------------------------|-------|----------|-------------|-----|-----------|-----------------|--------|----------------------|-------------------|------------------|-----------------|
|                         |       |          | From        | To  |           | From            | To     |                      |                   |                  |                 |
| TOP SOIL                |       |          | 0           | 1   | 1         | 1207.5          | 1206.5 | Recent undiff.       | soil              | organic deposits |                 |
| FINE SAND               |       |          | 1           | 30  | 29        | 1206.5          | 1177.5 | sand                 | sand              |                  |                 |
| ROCK, SAND (FINE &      |       |          | 30          | 37  | 7         | 1177.5          | 1170.5 | sand +larger         | sand              | boulder          |                 |
| ROCK, SAND (MED. &      |       |          | 37          | 50  | 13        | 1170.5          | 1157.5 | sand +larger         | sand              | boulder          |                 |
| SAND (FINE & MED.)      |       |          | 50          | 80  | 30        | 1157.5          | 1127.5 | sand +larger         | sand              | pebbles          |                 |
| FINE SAND               |       |          | 80          | 110 | 30        | 1127.5          | 1097.5 | sand                 | sand              |                  |                 |
| SAND (FINE & MED)       |       |          | 110         | 118 | 8         | 1097.5          | 1089.5 | sand                 | sand              |                  |                 |
| FINE TO MED SAND W/CLAY |       |          | 118         | 125 | 7         | 1089.5          | 1082.5 | clay+sand            | sand              | clay             |                 |
| DIRTY SAND W/BRN CLAY   |       |          | 125         | 135 | 10        | 1082.5          | 1072.5 | cly/snd/slt-no peb.- | sand              | silt             | clay            |
| CLAY                    | BROWN |          | 135         | 136 | 1         | 1072.5          | 1071.5 | clay-gray            | clay              |                  |                 |
| CLAY                    | WHITE |          | 136         | 150 | 14        | 1071.5          | 1057.5 | weathering residuum  | regolith          |                  |                 |

**733067**

County Crow Wing  
 Quad Baxter  
 Quad ID 212D

MINNESOTA DEPARTMENT OF HEALTH  
**WELL AND BORING RECORD**  
 Minnesota Statutes Chapter 1031

Entry Date 02/15/2006  
 Update 07/26/2007  
 Received Date 03/03/2017

|  |   |                     |            |                |                      |  |                         |                   |  |                            |                                |         |
|--|---|---------------------|------------|----------------|----------------------|--|-------------------------|-------------------|--|----------------------------|--------------------------------|---------|
| <b>Well Name</b>   | <b>Township</b>                                     | <b>Range</b>        | <b>Dir</b> | <b>Section</b> | <b>Subsection</b>    | <b>Use</b>   | <b>Status</b>           | <b>Well Depth</b> | <b>Depth Completed</b>   | <b>Date Well Completed</b> | <b>Lic/Reg. No.</b>            |         |
| BAXTER 6   | 133   | 29                  | W          | 13             | DCCBCB               | public supply/community                            | S                       | 145 ft.           | 136 ft.  | 01/27/2006                 | 2157                           |         |
| <b>Elevation</b>   | 1207.09   | <b>Elev. Method</b> | Surveyed   |                | <b>Aquifer</b>       | Quat. Water Table                                  | <b>Depth to Bedrock</b> | 137 ft            | <b>Open Hole</b>   | - ft                       | <b>Static Water Level</b>      | 28.6 ft |
| <b>Field Located By</b>                                  | Minnesota Department of Information from owner-site |                     |            |                | <b>Locate Method</b> | Digitization (Screen) - Map (1:24,000) (15 meters) |                         |                   | <b>Universal Transverse Mercator (UTM) - NAD83 - Zone 15 -</b> |                            |                                |         |
| <b>Unique No. Verified</b>                               | Bruce Bloomgren                                     |                     |            |                | <b>Input Source</b>  | Minnesota Department of Health                     |                         |                   | <b>UTM Easting (X)</b>   |                            | 401816                         |         |
| <b>Geological Interpretation Agency (Interpretation)</b> |   |                     |            |                | <b>Input Date</b>    | 01/27/2006   |                         |                   | <b>UTM Northing (Y)</b>  |                            | 513110                         |         |
|  |   |                     |            |                |                      |  |                         |                   | <b>Interpretation Method</b>                                   |                            | Geologic study 1:24k to 1:100k |         |

| Geological Material | Color   | Hardness | Depth (ft.) |     | Thickness | Elevation (ft.) |        | Stratigraphy        | Primary Lithology | Secondary        | Minor Lithology |
|---------------------|---------|----------|-------------|-----|-----------|-----------------|--------|---------------------|-------------------|------------------|-----------------|
|                     |         |          | From        | To  |           | From            | To     |                     |                   |                  |                 |
| NO RECORD           |         |          | 0           | 1   | 1         | 1207.0          | 1206.0 | Recent undiff.      | soil              | organic deposits |                 |
| SAND                | BROWN   |          | 1           | 13  | 12        | 1206.0          | 1194.0 | sand-brown          | sand              |                  |                 |
| SAND                | GRAY    |          | 13          | 27  | 14        | 1194.0          | 1180.0 | sand-gray           | sand              |                  |                 |
| SAND & GRAVEL       | VARIED  |          | 27          | 42  | 15        | 1180.0          | 1165.0 | sand +larger        | sand              | gravel           |                 |
| SAND                | GRAY    |          | 42          | 71  | 29        | 1165.0          | 1136.0 | sand-gray           | sand              |                  |                 |
| SAND & GRAVEL       | VARIED  |          | 71          | 86  | 15        | 1136.0          | 1121.0 | sand +larger        | sand              | gravel           |                 |
| SAND                | GRAY    |          | 86          | 96  | 10        | 1121.0          | 1111.0 | sand-gray           | sand              |                  |                 |
| SAND & GRAVEL       | GRAY    |          | 96          | 104 | 8         | 1111.0          | 1103.0 | sand +larger-gray   | sand              | gravel           |                 |
| SAND                | GRAY    |          | 104         | 137 | 33        | 1103.0          | 1070.0 | sand-gray           | sand              |                  |                 |
| DECOMPOSED          | RED/GRN |          | 137         | 145 | 8         | 1070.0          | 1062.0 | weathering residuum | regolith          |                  |                 |



Minnesota Unique Well No.

**752208**

County Crow Wing  
 Quad Baxter  
 Quad ID 212D

MINNESOTA DEPARTMENT OF HEALTH  
**WELL AND BORING RECORD**  
*Minnesota Statutes Chapter 1031*

Entry Date 10/04/2007  
 Update 09/21/2007  
 Received Date 03/10/2014

|                                  |                             |                     |            |                |                      |  |                         |                   |  |                            |                                |                           |      |    |
|----------------------------------|-----------------------------|---------------------|------------|----------------|----------------------|--|-------------------------|-------------------|--|----------------------------|--------------------------------|---------------------------|------|----|
| <b>Well Name</b>                 | <b>Township</b>             | <b>Range</b>        | <b>Dir</b> | <b>Section</b> | <b>Subsection</b>    | <b>Use</b>   | <b>Status</b>           | <b>Well Depth</b> | <b>Depth Completed</b>   | <b>Date Well Completed</b> | <b>Lic/Reg. No.</b>            |                           |      |    |
| BAXTER 7                         | 133                         | 29                  | W          | 13             | DCCBBB               | public supply/community                            | A                       | 150 ft.           | 135 ft.  | 08/21/2007                 | 1337                           |                           |      |    |
| <b>Elevation</b>                 | 1203.95                     | <b>Elev. Method</b> | Surveyed   |                | <b>Aquifer</b>       | Quat. Water Table                                  | <b>Depth to Bedrock</b> | ft                | <b>Open Hole</b>   | -                          | ft                             | <b>Static Water Level</b> | 27.8 | ft |
| <b>Field Located By</b>          | Minnesota Department of     |                     |            |                | <b>Locate Method</b> | Digitization (Screen) - Map (1:24,000) (15 meters) |                         |                   | <b>Universal Transverse Mercator (UTM) - NAD83 - Zone 15 -</b> |                            |                                |                           |      |    |
| <b>Unique No. Verified</b>       | Information from owner-site |                     |            |                | <b>Input Source</b>  | Minnesota Department of Health                     |                         |                   | <b>UTM Easting (X)</b>   |                            | 401810                         |                           |      |    |
| <b>Geological Interpretation</b> | Bruce Bloomgren             |                     |            |                | <b>Input Date</b>    | 10/10/2007   |                         |                   | <b>UTM Northing (Y)</b>  |                            | 513114                         |                           |      |    |
| <b>Agency (Interpretation)</b>   |                             |                     |            |                |                      |  |                         |                   | <b>Interpretaion Method</b>                                    |                            | Geologic study 1:24k to 1:100k |                           |      |    |

| <b>Geological Material</b> | <b>Color</b> | <b>Hardness</b> | <b>Depth (ft.)</b> |           | <b>Thickness</b> | <b>Elevation (ft.)</b> |           | <b>Stratigraphy</b> | <b>Primary Lithology</b> | <b>Secondary</b> | <b>Minor Lithology</b> |
|----------------------------|--------------|-----------------|--------------------|-----------|------------------|------------------------|-----------|---------------------|--------------------------|------------------|------------------------|
|                            |              |                 | <b>From</b>        | <b>To</b> |                  | <b>From</b>            | <b>To</b> |                     |                          |                  |                        |
| SAND-MEDIUM TO FINE        |              |                 | 0                  | 90        | 90               | 1203.9                 | 1113.9    | sand                | sand                     |                  |                        |
| SAND W/CLAY LENSES         |              |                 | 90                 | 101       | 11               | 1113.9                 | 1102.9    | clay+sand           | sand                     | clay             |                        |
| SAND-FINE TO MEDIUM        |              |                 | 101                | 135       | 34               | 1102.9                 | 1068.9    | sand                | sand                     |                  |                        |
| SAND W/CLAY LAYERS         |              |                 | 135                | 139       | 4                | 1068.9                 | 1064.9    | clay+sand           | sand                     | clay             |                        |
| SAND                       |              |                 | 139                | 141       | 2                | 1064.9                 | 1062.9    | sand                | sand                     |                  |                        |
| CLAY                       |              |                 | 141                | 150       | 9                | 1062.9                 | 1053.9    | clay                | clay                     |                  |                        |

Minnesota Well Index - Stratigraphy Report

**752208**

Printed on 07/01/2024

Minnesota Unique Well No.

**255898**

County Crow Wing  
 Quad Baxter  
 Quad ID 212D

MINNESOTA DEPARTMENT OF HEALTH  
**WELL AND BORING RECORD**  
*Minnesota Statutes Chapter 1031*

Entry Date 12/04/2002  
 Update  
 Received Date 05/01/2003

|                                  |                             |                     |   |                      |  |                |                              |  |                        |                            |                     |                           |    |
|----------------------------------|-----------------------------|---------------------|---|----------------------|--|----------------|------------------------------|--|------------------------|----------------------------|---------------------|---------------------------|----|
| <b>Well Name</b>                 | <b>Township</b>             | <b>Range</b>        | <b>Dir</b>                              | <b>Section</b>       | <b>Subsection</b>                                  | <b>Use</b>     | <b>Status</b>                | <b>Well Depth</b>  | <b>Depth Completed</b> | <b>Date Well Completed</b> | <b>Lic/Reg. No.</b> |                           |    |
| CITY OF BAXTER                   | 133                         | 29                  | W                                       | 24                   | AABBBB   | test well      | S                            | 200 ft.  | 200 ft.                | 01/21/2002                 | 27058               |                           |    |
| <b>Elevation</b>                 | 1204 ft.                    | <b>Elev. Method</b> | 7.5 minute topographic map (+/- 5 feet) |                      |  | <b>Aquifer</b> |                              | <b>Depth to Bedrock</b>  | 132 ft                 | <b>Open Hole</b>           | - ft                | <b>Static Water Level</b> | ft |
| <b>Field Located By</b>          | Minnesota Geological Survey |                     |   | <b>Locate Method</b> | Digitization (Screen) - Map (1:24,000) (15 meters) |                |                              | <b>Universal Transverse Mercator (UTM) - NAD83 - Zone 15 -</b> |                        |                            |                     |                           |    |
| <b>Unique No. Verified</b>       | Other, note in remarks      |                     |   | <b>Input Source</b>  | Minnesota Geological Survey                        |                |                              | <b>UTM Easting (X)</b>   | 402210                 |                            |                     |                           |    |
| <b>Geological Interpretation</b> | Dale Setterholm             |                     |   | <b>Input Date</b>    | 12/05/2002   |                |                              | <b>UTM Northing (Y)</b>  | 513093                 |                            |                     |                           |    |
| <b>Agency (Interpretation)</b>   |                             |                     |   |                      |  |                | <b>Interpretation Method</b> | Geologic study 1:24k to 1:100k                                 |                        |                            |                     |                           |    |

| Geological Material  | Color | Hardness | Depth (ft.) |     | Thickness | Elevation (ft.) |      | Stratigraphy        | Primary Lithology | Secondary | Minor Lithology |
|----------------------|-------|----------|-------------|-----|-----------|-----------------|------|---------------------|-------------------|-----------|-----------------|
|                      |       |          | From        | To  |           | From            | To   |                     |                   |           |                 |
| FINE SAND            | BROWN | SOFT     | 0           | 25  | 25        | 1204            | 1179 | sand-brown          | sand              |           |                 |
| COARSE SAND W/GRAVEL | BROWN |          | 25          | 30  | 5         | 1179            | 1174 | sand +larger-brown  | sand              | gravel    |                 |
| GRAVEL               |       |          | 30          | 132 | 102       | 1174            | 1072 | gravel (+larger)    | gravel            |           |                 |
| CLAY                 | RED   |          | 132         | 200 | 68        | 1072            | 1004 | Cretaceous regolith | saprolite         |           |                 |

Minnesota Well Index - Stratigraphy Report

**255898**

Printed on 07/01/2024

**SB-3**

# Attachment D

Cost Spreadsheet (MS Excel file included in RFP email)

**Attachment D - Cost Spreadsheet**  
**Drilling and Well Installation Cost Estimate Form**  
**City of Baxter, Minnesota**

| Item No.  | Description  | Estimated Quantity | Unit       | Unit Cost | Extension     |
|---|--|--------------------|------------|-----------|---------------|
| 1   | Mobilization-Demobilization (drill and crew/Health & Safety/per diem/water)<br><i>Drill Rig Type/Model: Sonic drilling methods required for exploratory boreholes</i>                                      | 1                  | Lump Sum   |           | \$0.00        |
| 2   | Anticipated Start Date   |                    | Date       | --        | --            |
| 3   | Anticipated Number of Days to Complete Drilling/Well Installations   |                    | Days       | --        | --            |
| <b>Exploratory Soil Borings</b>   |  |                    |            |           |               |
| 4   | Well MDH Notification and Fees   | 2                  | Per Boring |           | \$0.00        |
| 5   | Soil Boring (continuous soil sampling using rotosonic drill rig, 4" sample core and 6" outer core, or approved alternative)  | 300                | Per Foot   |           | \$0.00        |
|   | a. 0 to 150 feet (2 locations)   |                    |            |           |               |
| 6   | Borehole abandonment for 6" diameter borehole, grout via tremie line   | 300                | Per foot   |           | \$0.00        |
|   | a. 0 to 150 feet (2 locations if not used for well installations)  |                    |            |           |               |
| 7   | Soil Laboratory Testing  | 8                  | Per Sample |           | \$0.00        |
|   | a. Soil sample collection and sieve analysis (4 per exploratory boring)  |                    |            |           |               |
| <b>Test Pumping (during completion of exploratory soil borings)</b>                               |  |                    |            |           |               |
| 8   | Completion of test pumping during drilling of each exploratory boring (assuming up to 2 test pumps per borehole).  | 4                  | Per Test   |           | \$0.00        |
|   | a. Install a temporary well screen   |                    |            |           |               |
|   | b. Install pump and pump temporary well at progressively increasing rates (target 200-300 gpm)   |                    |            |           |               |
|   | c. Once maximum pumping rate is established, shut off pump and monitor drawdown recovery   |                    |            |           |               |
|   | d. Once well has recovered, remove temporary well and continue drilling (or construct observation/monitoring well)   |                    |            |           |               |
| <b>Well Installation</b>  |  |                    |            |           |               |
| <b>Observation/Monitoring Well Installations (Optional Installation Based on Site Conditions)</b> |  |                    |            |           |               |
| 9   | 2-inch, Stainless-steel Well Construction (Minn. Rules 4725), Stainless-steel riser and screen, w/ filter pack, bentonite seal, grout (screen length to be determined in the field, up to 15-foot screens) | 300                | Per Foot   |           | \$0.00        |
|   | a. 0 to 150 feet stainless-steel well w/ up to 15-foot steel screen (2 location)   |                    |            |           |               |
|   | b. Well Protection including locking well protective casing, concrete collar, 3 guard posts, and lock (per Minnesota Rules 4725)   |                    |            |           |               |
|   | c. Well Development (Surge/agitate and remove at least three to five well volumes for good well function in accordance with Minn. Rules 4725)  | 2                  | Per Well   |           | \$0.00        |
|   |  | 2                  | Per Well   |           | \$0.00        |
| <b>Reporting/Documentation</b>  |  |                    |            |           |               |
| 10  | MDH Well and Boring Records, Sieve Analysis Results and Filter Pack Recommendations  | 1                  | Lump Sum   |           | \$0.00        |
| <b>COST ESTIMATE TOTAL</b>  |  |                    |            |           | <b>\$0.00</b> |

**AGREEMENT FOR SERVICES**

\_\_\_\_\_ (project name)

THIS AGREEMENT (“Agreement”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of \_\_\_\_\_, \_\_\_\_\_, MN, \_\_\_\_\_ (“City”) and \_\_\_\_\_ (name), \_\_\_\_\_ (address) (“Contractor”).

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

a. City agrees to engage Contractor as an independent contractor for the purpose of performing certain Services (“Services”), as defined in the following documents:

- i. A proposal dated \_\_\_\_\_, incorporated herein as Exhibit A;
- ii. Other documentation, incorporated herein as Exhibit B.

(Hereinafter “Exhibits.”) Where terms and conditions of this Agreement and those terms and conditions included in the Exhibits specifically conflict, the terms of this Agreement shall apply.

b. Contractor covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 9 of this Agreement.

c. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

a. City agrees to pay the Contractor \_\_\_\_\_, and the Contractor agrees to receive and accept payment for Services as set forth in the Exhibits.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Contractor shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
  - c. Contractor shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
  - d. Prior to payment, the Contractor will submit evidence that all payrolls, material bills, subcontractors and other indebtedness connected with the Services have been paid as required by the City.
- 3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
- 4. BONDS. If the Services provided by Contractor as set forth in the Exhibits and this Agreement exceeds \$100,000, Contractor shall furnish performance and payments bonds covering faithful performance of all the Contractor's obligations, including without limitation warranty obligations, and of all payment of obligations arising under this Agreement. The bonds shall each be issued in an amount equal to 100% of the stipulated sum identified in Section 2 of this Agreement.
- 5. TERMINATION AND REMEDIES.
  - a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
  - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
  - c. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:

- i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
- ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- d. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.
6. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.
  7. STANDARD OF CARE. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
  8. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.
  9. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
  10. CITY'S REPRESENTATIVE. The City has designated \_\_\_\_\_ to act as the City's representative with respect to the Services to be performed under this

Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

11. PROJECT MANAGER AND STAFFING. The Contractor has designated \_\_\_\_\_ and \_\_\_\_\_ to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Contractor may not remove or replace these designated staff without the approval of the City.

12. INDEMNIFICATION.

- a. Contractor and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, they shall be borne by each party in proportion to its own negligence.
- b. Contractor shall indemnify City against legal liability for damages arising out of claims by Contractor's employees or subcontractors, including all liens. City shall indemnify Contractor against legal liability for damages arising out of claims by City's employees or subcontractors.

13. INSURANCE. During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- a. Commercial General Liability Insurance, with a limit of \$1,500,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Workers' Compensation Insurance in accordance with statutory requirements.
- c. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Contractor shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy.

14. WARRANTIES. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any invoice, will pass to City no later than the Completion Date. Contractor warrants that all work will be free from defects and that all materials will be



new and of first quality. If within one (1) year after final payment any work or material is found to be defective, Contractor shall promptly, without cost to the City, correct such defect.

15. NOTICES. Notices shall be communicated to the following addresses:

If to City:           City of \_\_\_\_\_

Attention:

Or e-mailed:

If to Contractor:

Or emailed:

16. INDEPENDENT CONTRACTOR STATUS. All services provided by Contractor, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Contractor or as independent contractors of Contractor and not as employees of the City for any purpose.

17. RESPONSIBLE CONTRACTOR.

- a. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.
- b. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance

with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.

- c. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

## 18. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. Contractor agrees that in the hiring of employees to perform Services under this Agreement, Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

**CITY OF** \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CONTRACTOR**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**VERIFICATION OF COMPLIANCE  
WITH MN STATUTES 16C.285**

**State of Minnesota – Responsible Contractor Requirement (for responses in excess of \$50,000 only)**

Minnesota Statute 16C.285, subdivision 7, **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project... *It is your sole responsibility to provide this information at the due date and time of the bid.*

Minnesota Statute 16C.285, subdivision 3, **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible Contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

Your response will be rejected unless:

- (1) The Contractor:
  - (i) is in compliance with workers' compensation and unemployment insurance requirements;
  - (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;
  - (iii) has a valid federal tax identification number or a valid Social Security number if an individual;
  - (iv) has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;

Your response will be rejected unless:

- (2) The Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during a three year period;
  - (ii) has been issued an order to comply by the commissioner of labor and industry that has become final;
  - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - (iv) has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties; \*

- (3) the Contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order; \*
  - (4) the Contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office; \*
  - (5) the Contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; \*
- \* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) the Contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
  - (7) Check if all subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

**Minn. Stat. 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION**

A Prime Contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

**Minn. Stat. 16C.285, Subd. 5a. MOTOR CARRIER VERIFICATION**

A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

**Minn. Stat. 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by and owner of officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation documents.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

**Minn. Stat. 16C.285, Subd. 6. ADDITIONAL CRITERIA**

Nothing in this section shall restrict the discretion of a contracting authority to establish additional factors for defining contractor responsibility. This subdivision is not an independent grant of authority to a contracting authority to establish additional minimum criteria pursuant to subdivision 3.

**CERTIFICATION**

By signing this document, I certify that I am authorized to sign on behalf of the company, and I swear under oath that:

- 1) My company meets each of the minimum criteria to be a responsible contractor as defined in Minn. Stat. 16C.285,
- 2) I have included a list of my first-tier subcontractors with my company's solicitation response,
- 3) If my company is awarded a contract, I will submit a list of additional subcontractors as required.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_

\_\_\_\_\_ known to be, who being duly sworn did depose and say that they are the \_\_\_\_\_ (office) of the Contractor above mentioned that they executed the above Verification of Compliance and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

**Attest:**

Notary Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

**LIST OF FIRST TIER SUBCONTRACTORS**

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Name of Contact \_\_\_\_\_  
Address \_\_\_\_\_  
Type of Construction \_\_\_\_\_