

CONTRACT AGREEMENT
Between
The City of Scandia, MN and
SBP Associates, Inc.
for
Noise Monitoring Services in connection with
the CUP and AOP Conditions for the
AGGREGATE MINING AND PROCESSING OPERATIONS - ZAVORAL MINE AND RECLAMATION
PROJECT.

THIS AGREEMENT is effective the 22nd day of March, 2013, between the City of Scandia, MN, hereinafter referred to as the CITY, and SBP ASSOCIATES, INC., a firm with a mailing address of P.O. Box 16587, St. Louis Park, Minnesota 55416, hereinafter referred to as the CONSULTANT.

WITNESSETH :

WHEREAS ,the CITY has included noise monitoring conditions in the Conditional Use Permit (CUP) and Annual Operating Permit (AOP) for the Zavoral Mine and Reclamation Project, hereinafter referred to as the Project, and

WHEREAS , the City desires the CONSULTANT to provide certain Noise Monitoring Services in connection with the Project,

NOW, THEREFORE , the City and the CONSULTANT for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

CITY agrees to and hereby does retain and employ the CONSULTANT, and the CONSULTANT agrees to provide professional services hereinafter described in connection with the Project as described and delineated in the CONSULTANT' S proposal letter to Sherri Buss of TKDA dated March 21, 2013, attached hereto as EXHIBIT A and made a part hereof.

ARTICLE 2. TIME FOR COMPLETION

The CONSULTANT agrees to perform its work in a timely manner and to provide services in accordance with established work schedules for the Project.

ARTICLE 3. COMPENSATION TO CONSULTANT

CITY shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for services under this Agreement, an amount not to exceed \$3,895.

Requests for payment shall be submitted by the CONSULTANT to the CITY for review and submittal to the OWNER for payment. Such requests shall not be submitted more frequently than once per month. CITY shall make payment to the CONSULTANT for services rendered within 30 days after receipt of the request for payment.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS AGREEMENT

If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement and constitutes extra work, the CONSULTANT shall promptly notify CITY of that fact. Extra work, additional compensation for same, and extension of time for completion, shall be covered by a Supplemental Contract Agreement entered into by both parties to this Agreement.

ARTICLE 5. GENERAL PROVISIONS

It is understood and agreed by the parties that the entire agreement of the parties is contained herein and specifically includes EXHIBIT A attached hereto to the extent that it does not otherwise conflict with any of the terms of this Agreement herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between CITY and the CONSULTANT relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

ARTICLE 6. INSURANCE

CONSULTANT shall, before commencing any work under this Agreement, provide and maintain in effect insurance, at CONSULTANT'S expense, covering all of the work and services to be performed hereunder by the CONSULTANT as described below.

A. Worker's Compensation coverage as required by State law in the State in which the work is to be performed.

B. Commercial General Liability occurrence form coverage including liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractual liability assumed under this Agreement. The limits shall be \$1,000,000 per occurrence; \$1,000,000 general aggregate; \$1,000,000 Products Completed/Completed Operations Aggregate; and \$1,000,000 Personal and Advertising Injury Limit.

C . Automobile Liability coverage for liability, including bodily injury and property damage, arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased, in the amount of \$1,000,000 combined single limit or the equivalent.

All insurance shall be placed with insurance companies licensed to do business in the States in which the work is to be performed, with financial size Class X and current A.M. Best Rating of A or better.

CITY shall be additional insured under the Commercial General Liability and Automobile Liability insurance. Any coverage afforded CITY, the Certificate Holder, as an additional insured shall be primary and non-contributory to any insurance issued in the name of CITY.

Before commencing any work hereunder, the CONSULTANT shall furnish to CITY Certificates of Insurance evidencing issuance to the CONSULTANT policies of insurance providing the types of insurance and limits of liability prescribed herein, showing carrier rating and additional insured endorsement attached.

ARTICLE 7. COMPLIANCE WITH LAWS

CONSULTANT shall comply with the laws and regulations of national, state and local governments, and the rules, regulations and relevant orders promulgated thereunder, unless inapplicable.

CONSULTANT agrees to indemnify CITY for any liability imposed on CITY as the result of any CONSULTANT noncompliance with said laws and regulations.

IN WITNESS WHEREOF , the parties hereto have executed this Contract Agreement effective the day and year first above written.

SBP Associates, Inc.

The City of Scandia, MN

By _____

By _____

Date Signed _____

Date Signed _____

ATTACHMENTS :
Exhibit A