

**AGREEMENT CITY OF ARDEN HILLS
RAMSEY COUNTY, MINNESOTA**

2026 PMP Winter Tree Clearing
Project No. 25X.137753

AGREEMENT made this 9th day of February, 2026 between the CITY OF ARDEN HILLS, a Minnesota municipal corporation ("City"), and Castle Rock Contracting & Tree Service, LLC, a corporation organized and existing under the laws of the State of Minnesota ("Contractor").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Project Description: Clearing and removal of approximately 0.62 acres of trees and brush around Karth Lake in anticipation of a subsequent street and utility improvement project scheduled for the summer of 2026.
- C. Document titled 2026 PMP Winter Tree Clearing Request for Quotes dated January 12, 2026.
- D. Quote dated January 26, 2026.

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents and in compliance with federal, state and local laws.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor's quote.

4. ASSIGNMENT. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

5. TIME OF PERFORMANCE. The Contractor shall complete its obligations on or before March 31, 2026.

6. PAYMENT. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the City will pay the Contractor. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor.

7. PROMPT PAYMENT TO SUBCONTRACTORS.

Pursuant to Minnesota Statute § 471.425, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1.5 %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

8. WORKER'S COMPENSATION. Pursuant to Minnesota Statute § 176.182, Contractor must provide acceptable evidence of compliance with the state Workers' Compensation insurance requirements for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance or acceptable evidence of compliance in accordance with the statutory requirements of the State of Minnesota.

9. COMMERCIAL GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage by a single policy or a combination of policies (including umbrella policies) and maintain it at all times throughout the life of the Contract, with the City endorsed as an additional insured:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

The Additional Insured coverage must be primary and non-contributory. Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work. Coverages must be equivalent to that provided by ISO Forms CG 20 10 04 13 and CG 20 37 04 13.

For any contract involving the repair, maintenance or construction of property that involves the provision of equipment, supplies or materials to the City for projects greater than \$100,000, the Contractor shall obtain and maintain Builder's Risk insurance in an amount not less than the project or contract cost.

Contractual Liability (identifying the contract):

Bodily Injury: \$2,000,000 each occurrence

Property Damage: \$2,000,000 each occurrence
\$2,000,000 aggregate

Personal Injury, with Employment Exclusion deleted:
\$2,000,000 aggregate

Business Automobile Liability (owned, non-owned, hired):

Bodily Injury & Property Damage: \$2,000,000 each occurrence
\$2,000,000 each accident
or
\$2,000,000 Combined single limit

The Contractor shall submit a Certificate of Insurance to the City showing proof of the above-required insurance prior to doing any work.

The City retains the right to revise the insurance requirements depending on the size and risk of the project.

10. PERMITS AND LICENSES, RIGHTS-OF-WAY AND EASEMENTS. The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

11. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.

12. WARRANTY. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same.

13. DEFENSE OBLIGATION. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City and its officials, employees and agents, against claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or resulting from performance of the Contractor's work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, but only to the extent caused by the negligent or wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

14. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.

15. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Contract.

16. SEVERABILITY. If any provision, term, or condition of this Contract is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms, and conditions of this Contract, unless such invalid or unenforceable provision, term, or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

17. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

CITY:
CITY OF ARDEN HILLS

CONTRACTOR:

By: _____

By: _____

David Grant

City of Arden Hills Mayor

_____ [print name]

Its _____ [title]