

CITY OF COON RAPIDS

LETTER OF ENGAGEMENT

Project Name: _____

Project No.: _____

This Letter of Engagement is entered into this 12 day of March, 2015 by and between the CITY OF COON RAPIDS, 11555 Robinson Drive, Coon Rapids, Minnesota 55433 (the "City") and



Dave Perkins Contracting, Inc.
19745 Nowthen Blvd NW
Nowthen, MN 55303-9655

(Name, Address)

(the "Contractor").

RECITALS

WHEREAS, the City and the Contractor entered into an Master Contracting Agreement (the "Agreement") on the 12 day of March, 2015; and

WHEREAS, this Agreement provides that the City will engage the Contractor from time to time to assist in providing construction services for projects and studies designated by the City and as described through separate Letters of Engagement; and

WHEREAS, the City wishes to retain Contractor to perform Service(s) to assist with the following described project:

Items as listed on the attached Exhibit A, on an as needed emergency basis.
(the "Project"); and

WHEREAS, this Letter of Engagement outlines the Service(s) to be performed by the Contractor; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Contractor hereby agree as follows:

ARTICLE ONE

SERVICES TO BE PERFORMED BY THE CONTRACTOR

The City hereby retains Contractor for the purposes of constructing the Service(s) described on Exhibit A attached hereto and made a part hereof.

ARTICLE TWO

SCHEDULE OF PERFORMANCE

Given the general nature of the Service(s), the Contractor shall perform the Service(s) for the Project as determined by the City and Contractor. The schedule may be adjusted by mutual consent as the Service(s) proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Contractor or the City, except for a reasonable cause agreed to by the City.

ARTICLE THREE
CONTRACTOR'S COMPENSATION

The City shall pay the Contractor for Service(s) furnished and the Contractor shall accept as full payment the sums described on the schedule of hourly rates and charges attached hereto and made a part hereof.

ARTICLE FOUR
CAPITALIZED TERMS

Capitalized terms not otherwise defined herein have the meaning given them in this Agreement.

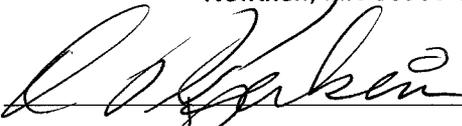
ARTICLE FIVE
CONTRACT TERM

This Letter of Engagement will remain in effect until March 31, 2016, unless terminated by either party in accordance with the Master Contracting Agreement.

Subject to the terms and conditions of this Engagement Letter, all of the terms and conditions of the Master Contracting Agreement dated the 12 day of March, 2015 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Letter as of the date first above written.

CONTRACTOR  **Dave Perkins Contracting, Inc.**
19745 Nowthen Blvd NW
Nowthen, MN 55303-9655

By: 
Its: 

CITY OF COON RAPIDS

By: _____
Its: Mayor

By: _____
Its: City Manager

Recommended:

By: _____
Its: Public Works Director

Approved as to Form:

By: _____
Its: City Attorney

EXHIBIT A

SERVICES TO BE PERFORMED BY CONSULTANT

- Emergency watermain breaks
- Emergency sanitary sewer repairs
- Curb stop, gate valve, and hydrant repairs
- Drainage enhancements and flood protection projects
- Conduit installation
- Directional boring
- Equipment rentals (including laborers)
- Drilling services
- Miscellaneous specialty/technical services identified by the City
- _____
- _____
- _____
- _____
- _____

EXHIBIT B

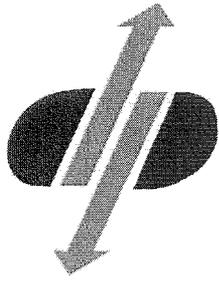
PROJECT SCHEDULE

Item	Date
Construction commences	TBD, based upon nature of Service(s) provided
Construction ends	TBD, based upon nature of Service(s) provided

EXHIBIT C

CONTRACTOR'S COMPENSATION FOR PROJECT

The total compensation for the Service(s) provided shall be on an Hourly – Time and Equipment basis, subject only to adjustments for a change in scope of Service(s) performed, agreed upon in writing by the City and the Contractor.



**dave
perkins
contracting
inc.**

19745 Nowthen Blvd NW * Ramsey, MN 55301 (763) 427-0109 Fax (763) 427-3806

2015 EQUIPMENT LIST & RATES WITH OPERATOR

EQUIPMENT TYPE	PER HOUR
314 Excavator	\$165.00
314 Excavator Winter Rates	\$190.00
325 Cat Excavator	\$185.00
325 Cat Excavator Winter Rates	\$200.00
330 Cat Excavator	\$210.00
Mini Excavator	\$145.00
WA350 Loader	\$125.00
D5XL Dozer	\$135.00
JCB Tractor Loader Backhoe	\$145.00
Ingersoll Rand SD700	\$105.00
Triaxle Dump Truck	\$100.00
Quad Dump Truck	\$105.00
Labor Per Hour	\$79.00
Lead Pipe Fiter With Truck & Tools	\$125.00
770A Motor Grader	\$125.00
Supervisor With Pick-up & Tools	\$125.00
Lowboy	\$125.00
Bobcat 770	\$135.00
90XT Case Skidsteer	\$95.00
90XT Case Skidsteer With Tracks	\$115.00
Large Plate Packer	\$105.00
Generator 4000 Watt	\$40.00
Trench Box Small	\$350.00
Dewatering Equipment Available	
Frost Ripping Per Job	
Overtime On All Equipment 1.5 Per Hour	
All Rates Normal Working Hours. 6 Hours Minimum	
Mobilization & Demobilization	\$350.00 / \$450.00 out of area

Office Phone (763) 427-0109

24 Hour Call

Rene 612-363-6459

Dave 612-720-5755

Heidi 612-210-9772