

**GUSTAFSON EXCAVATING, INC.**  
**SEPTIC PROPOSAL**

DATE PREPARED/REVISED: 6/14/2023



CONTRACTING HOMEOWNER / PROPERTY ADDRESS	CONTRACTING REALTOR (WHEN APPLICABLE)
Lisa Palmer	Name:
3350 149th Ave NE	Agency:
Ham Lake MN	Address:
	Phone:
	Email:
<input type="checkbox"/> SELLING <input type="checkbox"/> BUYING <input type="checkbox"/> N/A	<b>Representing:</b> <input type="checkbox"/> SELLER <input type="checkbox"/> BUYER

DESCRIPTION	TOTAL
<b>SEPTIC INSTALLATION / REPLACEMENT AS DESIGNED, TO INCLUDE:</b>	<b>\$31,750.00</b>
Pump and Crush Existing tank	
Install 2250 gallon tank	
1000 gallon pump tank	
Pump and Alarm	
10x63 mound system with 3' clean sand under	
Covered in topsoil seeded and mulched	
Wiring and permits included	
<b>TOTAL</b>	<b>\$31,750.00</b>

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications based on the submitted design, for the sum of:

***Thirty One Thousand Seven Hundred Fifty Dollars and No Cents***

This proposal may be withdrawn by Gustafson Excavating if not accepted within 30 days.

Gustafson Excavating will extend a two (2) year warranty on the installed system commencing at completion of the work. This warranty does not cover settling of the ground or settling around the drain field (as some settling might occur), performance of grass growth following seeding, normal wear and tear, improper maintenance or use, alterations, change in grading, change in landscaping, accidental loss due to acts of God, consequential losses of any kind. To the fullest extent permitted by law, the sole remedy shall be the cost of repair or a refund of one-half the final price, whichever is less in Gustafson Excavating's sole discretion. Notice of warranty claim must be made in writing to Gustafson Excavating within the two (2) year warranty period or else such claim shall be deemed waived.

Upon completion, final grading and cutting of pipe levels will take place. Site restoration is not included. Plants, shrubs, trees, etc. in the area of any existing tanks must be removed by owner (unless stated above).

Gustafson Excavating is not responsible for locating, staking, or for any damage caused to an existing irrigation system. Any existing irrigation systems will need to be located, marked, and/or repaired at the owner's expense.

Gustafson Excavating is not responsible for damage caused to the driveway due to heavy trucking in and out to complete the scope of work. With your permission, we may create a temporary access for mobilization to help minimize potential driveway damage.

Gustafson Excavating is not responsible for necessary permits, wiring or pumping of the tanks (unless stated above). Any costs associated with these services are the responsibility of the owner (unless stated above). In no event shall Gustafson Excavating be responsible for consequential, indirect, incidental, or special damages of any kind.

Removal of unsuitable soil due to soil replacement will be billed as an extra cost.

Any alterations from the above specifications may result in additional costs. Any changes from the provided design will require the system be redesigned, re-bid, and re-approved at the cost of the owner.

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One-third down is a requirement of acceptance for this proposal. We will extend a 2% discount on the total cost for up front, pre-payment in the full amount of this proposal. Final payment shall be due upon completion of the work. Delays due to failure to timely release funds from any escrow shall not excuse the obligation to make timely payments.

**(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENTS AND WHO GAVE YOU TIMELY NOTICE.**

**PAYMENT**

**Down Payment of ONE-THIRD required upon acceptance of this proposal, and prior to scheduling. Remaining balance due UPON COMPLETION of work.**

**Party Responsible for Down Payment:**

PAYMENT AMOUNT: \_\_\_\_\_  
AGENCY: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
 Homeowner  Buyer  Seller  Title Co  Realtor  Other: \_\_\_\_\_

**Party Responsible for Final Payment:**

PAYMENT AMOUNT: \_\_\_\_\_  
AGENCY: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
 Homeowner  Buyer  Seller  Title Co  Realtor  Other: \_\_\_\_\_

**Lender Managing the Escrow Account (when applicable - REQUIRED when payment will be made from an escrow account)**

LENDER/CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_

**Homeowner Personal Guarantor (property owner at the time of install)**

CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

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By signing below, I agree to the scope of work, conditions and terms described above, and authorize completion of the work specified.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name, Relationship to the Property)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name, Relationship to the Property)

By signing below, I irrevocably and unconditionally personally guaranty all payments and amounts due Gustafson Excavating for work performed at the Property, including attorneys fees, court costs, and expenses, and related expenses and interest at 18% per annum. I agree to defend, indemnify, and hold harmless Gustafson Excavating from any and all loses, costs, expenses, of whatever nature, including attorneys' fees, incurred by Gustafson Excavating on account of the failure of the party primarily responsible to pay Gustafson Excavating for its work. I agree that my personal guaranty applies to all changes and extras performed by Gustafson Excavating as to which I consent and waive notice. I waive notice of default and nonpayment. I agree that my obligation to pay Gustafson Excavating is independent and that Gustafson Excavating may look to me for payment directly. I make this personal guaranty as an inducement for Gustafson Excavating to perform the work specified.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)