

# City of Minot

CDM Smith Disaster Recovery Services Office

## AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of SEPTEMBER, 2020, by and between the City of Minot, a municipal corporation in the County of Ward and the State of North Dakota, hereinafter referred to as the CITY; and, Material Testing Services LLC hereinafter referred to as the CONTRACTOR, WITNESSETH:

WHEREAS, the CITY purchased the property at 210 7<sup>th</sup> St NE that was inundated during the 2011 Souris River Flood, and such property was purchased with Department of Housing and Urban Development National Disaster Resilience (NDR) funds.

WHEREAS, the CITY intends to determine the extent of the soil contamination at 210 7<sup>th</sup> St NE.

NOW, THEREFORE, the CONTRACTOR, in consideration of the premises and the agreements of the CITY, hereinafter set forth, does hereby agree to complete the work herein specified in accordance of the submittal proposal, and to complete such work herein provided in accordance also with the proposal, which is as follows, to wit:

The CONTRACTOR further agrees to complete said work under the direction and supervision and subject to the approval of the City representative, or Program Administrator in charge of the project if consulting Program Administrators have been retained for this project.

The CONTRACTOR further agrees that the CITY does hereby reserve the right, in case of improper work under this contract, to suspend work thereon at any time, and to re-let said Contract or to order rework of said work or any part thereof improperly done, and that any additional cost occasioned thereby shall be deducted from the amount that would otherwise have been due to the CONTRACTOR under his said Contract herein, and shall be charged against him.

Final acceptance shall be deemed to be the date on which the final report is submitted to the CITY.

It is further understood and agreed that upon the CONTRACTOR performing the work designated in this Contract, the CITY agrees to pay to the CONTRACTOR for the actual work performed in accordance with the proposal, not to exceed \$16,000.00 upon full completion of the work, documented by the City representative or Program Administrator of the CITY.

It is further understood and agreed that all of the work under this Contract shall be paid for only in current funds from the funds above mentioned, and the CITY shall in no case be liable on this or any other Contract for the completion of such work for any sum whatsoever to be paid by money raised by general taxation and that the CITY assumes and incurs no general liability under this contract.



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The CONTRACTOR further undertakes and agrees that he will protect, indemnify and save harmless the CITY from any and all damages and liability whatsoever, on account of any accident or injury which may occur or be caused directly or indirectly to any one on account of the completion of said work by CONTRACTOR or by any excavations or obstructions which may be placed in the project area by the CONTRACTOR in connection with the work or otherwise. The CONTRACTOR further agrees to pay all taxes applicable to this work hereunder, keep all employees fully covered by Workers' Compensation Insurance, and pay all premiums promptly when due.


IN WITNESS WHEREOF, the CITY has caused this Contract to be executed by the Mayor in its name and countersigned and attested to by its City Clerk, and its corporate seal to be hereunto affixed, and the CONTRACTOR has hereunto caused this Contract to be executed by its officers thereunto duly authorized.

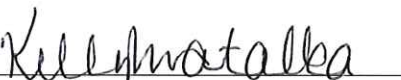
CITY OF MINOT

(Corporate Seal)


ATTEST:



  
Shaun Sipma, Mayor

  
Kelly Mataka, City Clerk

ATTEST:

  
CONTRACTOR

