

**AGREEMENT  
BETWEEN  
City of Minot AND Mark Thelen Appraisal & Consulting FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 12, 2018, between City of Minot (PROGRAM MANAGER) and Mark Thelen Appraisal & Consulting (CONTRACTOR)(collectively, the "parties").

City of Minot as part of the Community Development Block Grant Disaster Recovery Action Plan approved by the US Department of Housing and Urban Development for what is commonly known as Allocation #1 includes funding for the acquisition of properties in the FEMA designated flood inundation area which remain in disrepair since the 2011 flood which was the subject of Presidentially Declared Disaster. PROGRAM MANAGER hereby engages CONTRACTOR to perform for PROGRAM MANAGER certain services in connection with said Project in accordance with the terms and conditions of this Agreement between PROGRAM MANAGER and CONTRACTOR hereinafter referred to as "this Agreement".

PROGRAM MANAGER and CONTRACTOR agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES AND STANDARD OF CARE**

- 1.1 CONTRACTOR shall perform the part of the Project hereinafter called the Services described in Exhibit A, Description of Contractor Services and Related Matters, which may be subsequently amended only by written agreement executed by both parties.
- 1.2 The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the care and skill ordinarily used by members of CONTRACTOR's profession practicing under similar conditions at the same time and in the same locality. CONTRACTOR shall correct any errors or omissions it makes in the performance of its services or re-perform any services that fail to meet the standard of care at no cost to PROGRAM MANAGER.
- 1.3 All data and information, other than that referred to in Article 3, necessary for the performance of CONTRACTOR's Services shall be obtained by CONTRACTOR at SUBCONTRACTOR's own expense.
- 1.4 CONTRACTOR is responsible to see that the documents prepared by CONTRACTOR and the Services CONTRACTOR renders hereunder conform to the applicable laws, rules, regulations, ordinances, codes, orders and special requirements of the place where the Project is located.

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- 1.5 All of CONTRACTOR's communications to or with PROGRAM MANAGER's other independent professional associates and contractors will be through or with the knowledge of PROGRAM MANAGER.
- 1.6 During performance of the Services, CONTRACTOR shall, at CONTRACTOR's expense, furnish PROGRAM MANAGER copies of all progress reproductions and information for review as required by PROGRAM MANAGER. Review by PROGRAM MANAGER does not relieve CONTRACTOR of any of SUBCONTRACTOR's responsibilities.
- 1.7 CONTRACTOR is an independent contractor and responsible for the means and methods used in performing its Services under this Agreement, and is not an employee, agent, partner or joint-venture with PROGRAM MANAGER.

**ARTICLE 2 - CHANGES**

- 2.1 PROGRAM MANAGER shall have the right, at any time prior to completion of the Services to direct changes in this Agreement, including but not limited to, changes in the Services through a change notice. If the change causes an increase or decrease in the cost or time required for CONTRACTOR's performance under this Agreement, CONTRACTOR must submit a change proposal to PROGRAM MANAGER within ten days after receipt of the change notice of any request for adjustment. PROGRAM MANAGER will issue an amendment to this Agreement upon the parties' mutual agreement of the adjustment.

**ARTICLE 3 - PROGRAM MANAGER'S RESPONSIBILITIES**

PROGRAM MANAGER shall do the following in a timely manner so as not to delay the services of CONTRACTOR:

- 3.1. Provide the CONTRACTOR with all criteria and full information as to PROGRAM MANAGER's requirements for the services, including design, policy and procedure objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Make available to CONTRACTOR schedules, program design, policies, procedures, and other information, interpretations and data which were prepared by PROGRAM MANAGER, or by others which are available to PROGRAM MANAGER, and which PROGRAM MANAGER and CONTRACTOR consider pertinent to

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CONTRACTOR's responsibilities hereunder, on all of which CONTRACTOR may rely in performing services hereunder except as may be specifically noted otherwise in writing.

- 3.3. Arrange for access to and make all provisions for CONTRACTOR to enter upon public and private property as may be required for CONTRACTOR to perform services under this Agreement.
- 3.4 Give prompt written notice to CONTRACTOR whenever PROGRAM MANAGER observes or otherwise becomes aware of any development that affects the scope and timing of CONTRACTOR's Services, or any defect of nonconformance in the work of CONTRACTOR affecting these Services.
- 3.5. Advise CONTRACTOR in writing of the identity of other independent professional associates or contractors participating in the design or administration of the Project and the scope of their services.
- 3.6. The information and services to be provided by PROGRAM MANAGER under this Article 3 will be without cost to SUBCONTRACTOR.

**ARTICLE 4 - PERIOD OF SERVICE**

- 4.1 CONTRACTOR recognizes that the services of PROGRAM MANAGER and others involved in the Project are dependent upon the timely performance of CONTRACTOR's services. Unless otherwise provided in Exhibit A, "Description of Basic contractor Services and Related Matters", or elsewhere in this Agreement, CONTRACTOR shall perform such services in the same character, timing and sequence as set forth by PROGRAM MANAGER.

**ARTICLE 5 - PAYMENTS TO SUBCONTRACTOR**

5.1. Method of Payment

PROGRAM MANAGER shall pay CONTRACTOR for Services performed in accordance with this Agreement as described in Exhibit A.

5.2. Times of Payment



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5.2.1. CONTRACTOR shall submit monthly invoices for services rendered by the 10<sup>th</sup> of each month for services rendered for the previous month. Invoices shall be submitted in an electronic format suitable to the PROGRAM MANAGER. If PROGRAM MANAGER objects to any statement submitted by CONTRACTOR, PROGRAM MANAGER shall so advise CONTRACTOR giving reasons therefore.

5.2.2. PROGRAM MANAGER shall pay CONTRACTOR within twenty-one (21) days of the time PROGRAM MANAGER receives the invoice.

**ARTICLE 6 - GENERAL CONSIDERATIONS**

6.1. Termination

6.1.1 This contract is contingent upon and subject to the availability of funds. The PROGRAM MANAGER, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the PROGRAM MANAGER or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, or (2) the PROGRAM MANAGER determines, in its sole discretion that a reduction is necessary or advisable based upon actual or projected budgetary considerations. CONTRACTOR will be notified in writing of the failure of appropriation or of a reduction or decrease.

6.1.2 The obligation to provide further services under this Agreement may be terminated by CONTRACTOR upon thirty (30) days' written notice to PROGRAM MANAGER in the event of substantial failure by PROGRAM MANAGER to perform in accordance with the terms hereof through no fault of CONTRACTOR. It may also be terminated by PROGRAM MANAGER without cause or for PROGRAM MANAGER's convenience upon seven (7) days' written notice certified return receipt to CONTRACTOR.

6.1.3. In the event of any termination per Section 6.1.2, and if PROGRAM MANAGER has received an acceptable statement from CONTRACTOR, CONTRACTOR will be paid on the basis shown in Exhibit A, "Description of Basic contractor Services and Related Matters" for all unpaid services performed to the date of termination. PROGRAM MANAGER shall not be obligated to pay



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CONTRACTOR any other termination expenses including lost profits. PROGRAM MANAGER releases CONTRACTOR from liability for the portion of Services not completed due to a termination per Section 6.1.2.

6.1.5. This Agreement may also be terminated by PROGRAM MANAGER for cause, including, but not limited to, CONTRACTOR's failure to perform the services required for reasons that are not beyond CONTRACTOR's control or CONTRACTOR's breach of any of the terms or conditions of this Agreement. In the event of such default, PROGRAM MANAGER may terminate this Agreement immediately and shall have no further obligation to make any further payment to CONTRACTOR.

**6.2 Reuse of Documents**

All documents furnished by CONTRACTOR pursuant to this Agreement are instruments of CONTRACTOR's services in respect of the City of Minot Community Development Action Grant Disaster Recovery Program and PROGRAM MANAGER shall obtain an ownership and property interest therein whether or not the Project is completed. However, such documents are not intended or represented to be suitable for reuse by PROGRAM MANAGER or others on extensions or modifications of the Project or in any other project. Any such reuse without specific written verifications and adaptation by CONTRACTOR for the specific purposes intended will be at the user's sole risk and without liability or legal exposure to CONTRACTOR or CONTRACTOR's independent professional associates or sub-contractors.

**6.3. Records**

6.3.1. Fiscal record of CONTRACTOR pertinent to CONTRACTOR's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting principles and will not be disposed of by CONTRACTOR until three (3) years after the funding agency (the United States Department of Housing and Urban Development) closes out the grant with the PROGRAM MANAGER.

6.3.2. CONTRACTOR shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to PROGRAM MANAGER at CONTRACTOR's reasonable expense and the originals shall not be disposed of by CONTRACTOR for a minimum of three (3) years after the

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funding agency (the United States Department of Housing and Urban Development) closes out the grant with the PROGRAM MANAGER.

6.3.3. PROGRAM MANAGER shall have the right to audit and examine relevant books and financial records to test compliance with this Agreement and the representations, warranties and undertakings herein. CONTRACTOR's records will be available for examination and audit during normal business hours with five (5) days prior written notice. CONTRACTOR also agrees to make relevant personnel available during such audit and examination.

6.4. Insurance and Indemnification

6.4.1. CONTRACTOR agrees and shall submit evidence to the PROGRAM MANAGER before beginning work on This Part of the Project that CONTRACTOR has procured and will maintain Professional Liability insurance coverage, with limits at or above those mandated by the state of registration. Any insurance on a "claims made" basis shall be maintained for at least two (2) years after completion of the work. Prior to the commencement of This Part of the Project, CONTRACTOR shall provide PROGRAM MANAGER with certificates of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to PROGRAM MANAGER and be attached as Exhibit B to this Agreement. In the event CONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, PROGRAM MANAGER may terminate this Agreement for cause.

6.4.2. CONTRACTOR shall also cause other independent professional associates and subcontractors retained by CONTRACTOR for the Project to procure and maintain the same insurance coverage with endorsements.

6.4.3. CONTRACTOR shall indemnify and save harmless and defend the PROGRAM MANAGER, its agents, servants, and employees from and against any claim, demand or cause of action of every name or nature arising out of the error, omission or negligent act of the CONTRACTOR, its subcontractors, agents, servants or employees in the performance of services under this Agreement. The indemnification provided by this Article 6.4.3 shall in no way be limited by the minimum required insurance identified above.

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6.5. Successors and Assigns, Third Party Beneficiaries

6.5.1. PROGRAM MANAGER and CONTRACTOR each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of each and to the extent permitted by paragraph 6.5.2 the assigns of PROGRAM MANAGER and CONTRACTOR are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.5.2. Neither PROGRAM MANAGER nor CONTRACTOR shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than PROGRAM MANAGER and CONTRACTOR and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of PROGRAM MANAGER and CONTRACTOR and not for the benefit of any other party.

6.6. Delegation of Duties

If in this Agreement it is stated that the services of CONTRACTOR are to be performed by one or more specified individuals within CONTRACTOR's organization, only the individuals so specified shall perform services hereunder and their duties shall not be delegated to any other individual or entity without the written consent of PROGRAM MANAGER. CONTRACTOR may employ such other independent professional associates and subcontractors as CONTRACTOR may deem appropriate for assistance in the performance of services hereunder with the prior written consent of PROGRAM MANAGER.

6.7. Nondiscrimination and Affirmative Action

THE FOLLOWING CLAUSE APPLIES TO ALL CONTRACTS



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In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. SUBCONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

THE FOLLOWING CLAUSES ARE HEREBY INCORPORATED AND APPLY AS FOLLOWS

41 CFR 60-1.4(a) TO ALL CONTRACTS FOR ANY FEDERAL CONTRACT IN EXCESS OF \$10,000

41 CFR 60-4.3(a) TO ALL CONTRACTS FOR ANY FEDERALLY ASSISTED CONSTRUCTION CONTRACTS IN EXCESS OF \$10,000

41 CFR 60-300.5(a) TO ALL CONTRACTS FOR ANY FEDERAL CONTRACT IN EXCESS OF \$100,000

41 CFR 60-741.5(a) TO ALL CONTRACTS FOR ANY FEDERAL CONTRACT IN EXCESS OF \$10,000  
CONTRACTOR shall abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-4.3(a), 41 CFR 60300.5(a), and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex, or national origin. Moreover, these regulations require that the covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, sex, national origin, protected veteran status or disability.

6.8. Confidentiality

All services performed by the CONTRACTOR, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the CONTRACTOR, pursuant to this Agreement, are for the sole use of the PROGRAM MANAGER and OWNER, their agents

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and employees. Neither the documents nor their contents **shall** be released to any third party without the prior written consent of the PROGRAM MANAGER, except for disclosures that are required by law, legal process, or to fulfill professional standards and obligations.

In addition, CONTRACTOR shall not grant any interviews or make any written or oral statements to any news media representatives regarding the project nor publish any article or make any presentation concerning the Project or services performed by CONTRACTOR without the prior consent of the PROGRAM MANAGER.

**6.9. Governing Law**

This Agreement shall be governed by the laws and regulations pertaining to source of the funds of this contract specifically but not limited to US Department of Housing and Urban Development Community Development Block grant- Disaster recovery, and the laws of the jurisdiction where the project is located. Any dispute between the two parties arising from this agreement shall be governed by the laws of the state of North Dakota and city of Minot.

**ARTICLE 7 - ETHICS**

**7.1 Anti-Corruption Compliance**

7.1.1. CONTRACTOR warrants, in connection with the services provided under this Agreement, to comply with all applicable anti-corruption laws, including the laws of any country in which services are provided, and the U.S. Foreign Corrupt Practices Act.

7.1.2. CONTRACTOR warrants and represents, that in connection with the services provided under this Agreement, CONTRACTOR has not and will not directly or indirectly offer, promise, authorize or give anything of value to anyone (including a Government Official) with the intention to: 1) improperly influence someone to obtain or retain business or gain an improper advantage; or 2) cause or reward improper performance of official, business, or professional obligations. "Government Official" means any: 1) officer or employee of a government or any department, agency or instrumentality thereof including state-owned or controlled companies; (2) officer or employee of a public international organization such as the United Nations, World Bank, and any

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other international development organization; (3) person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, or public international organization; or (4) political party, political party official, or candidate for political office.

7.1.3. CONTRACTOR will notify PROGRAM MANAGER, in writing, of any SUBCONTRACTOR owner, officer, director, employee, agent, partner, or any person engaged by SUBCONTRACTOR to provide services to PROGRAM MANAGER that CONTRACTOR knows is a Government Official in a position of authority or influence relating to PROGRAM MANAGER'S business or a family member of such a Government Official.

7.1.4. CONTRACTOR will inform PROGRAM MANAGER in writing, promptly if, at any time, there is a change to any representation made in this paragraph. CONTRACTOR shall also certify compliance with this paragraph upon request of PROGRAM MANAGER.

**ARTICLE 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES**

8.1. Special Provisions

This Agreement is subject to the following special provisions:

8.1.1. Exhibit A - Description of Basic Contractor Services and Related Matters

8.1.2. Exhibit B - Copy of CONTRACTOR's insurance certification and endorsements

**ARTICLE 9 - MISCELLANEOUS**

9.1. Complete Agreement. This Agreement (consisting of pages 1 to 15, inclusive) together with the Exhibits identified above constitute the entire agreement between PROGRAM MANAGER and CONTRACTOR and supersede all prior written or oral understandings. Unless otherwise provided herein, this Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



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9.2 Survival. The terms and conditions of this Agreement which by their nature extend beyond termination or expiration of this Agreement, including but not limited to indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto, shall survive the completion of the Services or the termination of this Agreement for any cause.

9.3 Counterparts, Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

In witness thereof, the parties here below affix their signatures accepting all terms and conditions of this agreement:



City of Minot (Program Manager) , Mayor

9/25/18

Date



Mark Thelen Appraisal & Consulting (Contractor)

9/17/18

Date

## EXHIBIT A

This is an exhibit attached to and made a part of, and incorporated by reference into the Agreement dated September 12, 2018 between City of Minot (PROGRAM MANAGER) and Mark Thelen Appraisal & Consulting (CONTRACTOR) for professional services.

1. CONTRACTOR shall provide for PROGRAM MANAGER under Article 1 of the Agreement, the following Basic Services in accordance with the terms and conditions of the Agreement:

**Appraisal.** Each appraisal shall be subject to the requirements as that term is used in 49 CFR part 24.103 (commonly known as the federal Uniform Relation Act), Criteria for Appraisal. Each appraisal shall be for current value of the structure and property on the basis that any and all structures acquired under this program shall be demolished.

**Purpose and Basis of Valuations.**

- (a) **Purpose and Significance of Appraisals.** The appraisals under this agreement are required by the City for its guidance in making fair and impartial determinations of fair market value and the just compensation to be offered to each property owner. The Appraiser shall be guided by those objectives when estimating values.
- (b) **Appraisal Requirements.** The appraiser shall prepare each report to assure that It meets the definition of appraisal found in 49 CFR 24.2 (a)(3) and 49 CFR 24.103. .
- (c)
- (d) The appraiser shall prepare a written report for each assigned property including structure(s) in sufficient detail to provide the city with the means and method to demonstrate that the value meets HUD standards of necessary and reasonable in making an offer to purchase to the property owner.
- (e) **Date of Valuation.** The Appraiser's valuation shall be as of a date concurrent with the preparation of his report, unless the Program Manager has specified some other date of valuation.

## EXHIBIT A to AGREEMENT

### Description of Basic Contractor Services and Related Matters

- (f) **Relocation Assistance.** The Appraiser's analyses and opinions or property value shall not reflect any allowance for the relocation payments and other assistance provided under Title II of the Uniform Act.
- (g) **Influence of Project on Property Value.** In forming his opinion(s), the Appraiser shall disregard any decrease or increase in the fair market value of the real property to be acquired, prior to the date of valuation, caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for such project, other than that due to physical deterioration within the reasonable control of the owner. If the determination of changes in value caused by the project is a problem, the Appraiser's report shall cite the ruling followed and its source and shall explain the effect of the ruling on his opinion of value.

**Additional Services.** The Appraiser agrees to perform the following services:

- (a) Modify or furnish supplements to any appraisal report furnished under this agreement, without additional cost to the Program Manager, if (1) applicable principles of law with respect to the valuation of the property require the modification or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered after delivery and acceptance of the report by the Program Manager or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report. If there is a significant delay between the date of valuation and the date of acquisition of any parcel or if the property has been materially altered since the appraisal by a fire, a revised determination of the boundaries of the property to be acquired, or other cause, the Appraiser shall, if requested by the Program Manager, furnish the Program Manager a supplementary report updating this valuation and the supporting data and analysis to a current date. Compensation for any such work under this section shall be mutually agreed prior to any additional work commencing pursuant to this section.

**Services to Be Provided By the Program Manager.** The Program Manager agrees to furnish the Appraiser with the following:

- (a) List of properties to have appraisals performed pursuant to this agreement.
- (b) It is anticipated that the list to be provided will encompass all properties subject to this agreement by the Contractor acknowledges that there may be properties deleted or added to the list during the period of services under this agreement which are beyond the control of the CDBG-DR program. Should there be any such changes deleting one or more properties subsequent to the Program Manager providing the list and the Contractor can demonstrate the he had commenced work on the property or properties prior to notice of deletion by the Program Manager, then the Contractor shall be paid appraisal of such property providing work is completed and delivered to the Program Manager.



## Description of Basic Contractor Services and Related Matters

**Agreements of Appraiser.** As an inducement to the execution of this agreement by the Program Manager in consideration of the agreements to be performed by the Program Manager, the Review Appraiser agrees to the following:

- (a) **Qualifications.** The Review Appraiser is qualified to perform the services to be furnished under this agreement and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform. Appraiser certifies this to be true and correct and confirms his technical qualifications, general appraisal experience, specific experience in appraising properties of the type involved in this agreement, the courts in which he has testified as an expert witness, and other information pertinent to establishing his technical qualifications.
- (b) **Solicitation of Agreement.** The Review Appraiser has not employed any person to solicit this agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this agreement.
- (c) **Interests of Appraiser and Appraiser's Employees.** The Appraiser does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described herein or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this agreement, any person having any such interest. Until the property is acquired by the City or excluded from its project by resolution of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interest and will not, for their own account or for other than the City, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
- (d) **Services To Be Confidential.** All services, including reports, opinions, and information, to be furnished under this agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the City, without prior written approval of the Program Manager, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of his staff or organization divulges any such information except as may be required by law.
- (e) **Facilities and Personnel.** The has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of a property

## EXHIBIT A to AGREEMENT

### Description of Basic Contractor Services and Related Matters

appraised under this agreement, the employment of such person or persons for such purpose shall not place the Program Manager under any obligation of such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished under this agreement.

2. The time periods for the performance of SUBCONTRACTOR's services are as follows:

September 12, 2018 – December 31, 2018

The following metrics will be adhered based on Contractors Responses to the Request for Proposal:

- Within ten days of notice to proceed sent by PROGRAM MANAGER, CONTRACTOR will begin inspection of properties which will take no more than three days.
- Two weeks after all inspections are completed, 20% of total final reports will be submitted and in each subsequent week an additional 20% of final reports will be submitted until all final reports have been submitted.

3. Compensation for services of principals and employees of SUBCONTRACTOR rendered pursuant to Article 1 will be on the following basis:

CONTRACTOR shall be compensated by the PROGRAM MANAGER per the Unit Cost of \$800 per completed appraisal in the table herein, with a total amount subject to available CDBG-DR grant funds currently identified in the amount of \$26,000. All work shall be performed in accordance with specifications approved by and as directed the PROGRAM MANAGER and payment shall be based on acceptance of approved work in the format designated by the PROGRAM MANAGER.

The agreed upon unit costs are inclusive of all costs such as direct labor, benefits, travel, incidentals and any other costs. No additional compensation will be made for costs other than as described above. The CONTRACTOR agrees that any work performed found to be deficient, shall be corrected at no cost to the PROGRAM MANAGER.

# EXHIBIT B

**Copies of CONTRACTOR's Insurance Certifications and Endorsements**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dawson Insurance Agency 721 1st Avenue North Fargo ND 58102		<b>CONTACT</b> NAME: Dana Gary PHONE (A/C, No, Ext): 701-237-3311 E-MAIL: dana@dawsonins.com ADDRESS: dana@dawsonins.com		<b>FAX</b> (A/C, No): 701-232-4442
<b>INSURED</b> Mark Thelen 3633 17th St S Fargo ND 58104		<b>MARKT-1</b>		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : The Cincinnati Specialty INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
				<b>NAIC #</b> 13037

## COVERAGES

CERTIFICATE NUMBER: 2099170167

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability/E&O			CSU0030563	8/12/2018	8/12/2019	Each Occurrence Aggregate 1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Appraisers included on this professional liability policy are Mark Thelen and Reed Danuser.

## CERTIFICATE HOLDER

## CANCELLATION

sample certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 