

## AGREEMENT

The parties, for valuable consideration hereinafter stated, this 6<sup>th</sup> day of May, 2025, by and between the City of Baxter, hereinafter referred to as the “City” and Astech Corporation hereinafter referred to as the “Contractor” agree as follows:

1. The Contractor hereby covenants and agrees to perform and execute all the provisions in this Contract, and all its attachments which in total comprise the 2025 crack sealing hereinafter referred to as the “Project”. The Contract will expire on August 31, 2025.
2. Work shall not take place during the following dates of May 23, 2025, through May 26, 2025. Weekend work will not be permitted during this contract unless the City of Baxter has prior knowledge and has agreed to the work.
3. The Contractor shall abide by the City Code Noise Ordinance. No crack sealing shall occur between the hours of ten o’clock (10:00) P.M. and seven o’clock (7:00) A.M. The exception to this is the Contractor shall have the ability to crack sealing the commercial and industrial districts during these quiet hours.
4. The City, upon accepting all work done by the Contractor, shall pay Contractor in accordance with the price as indicated in the Contractor’s Quote, attached hereto as an exhibit, the cost per foot of **\$0.85** for route & seal and cost per foot of **\$0.85** for blow & go for 2025. The lineal feet is estimated at **30,000 to 50,000** lineal feet of route & seal and **125,000 to 175,000** lineal feet of blow & go is the responsibility of the contractor to verify estimated quantities before submitting quote to the City. If there is additional work the city reserves the right to negotiate with the contractor about additional fees.
5. The contractor will have fifteen (15) working days to complete the entire project. Failure to do so will result in a penalty provision of \$750.00 per calendar day.
6. Contractor shall indemnify and hold harmless the City from loss, liability, cost or expense (including reasonable attorney’s fees) for bodily injury, death and property damage, but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees, which arise out of work performed under this Project. The foregoing provision shall only benefit the City if the City notifies the Contractor in writing of such claim within thirty days of same being reported to the City or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor’s control.
7. The contractor agrees to maintain in effect throughout the entire Project insurance for Workers’ Compensation with statutory limits, and personal injury and property damage with \$2,000,000 combined single limit liability per occurrence. The City shall be named as an additional insured on said policy. The contractor shall furnish to the City a Certificate of Insurance

evidencing such coverage and specifying that thirty days prior notice of cancellation shall be sent to the City.

8. The contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the City.
9. This Agreement shall inure to, and bind the successors, assigns, agents, and representatives of the parties.
10. This agreement contains the entire Agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified, except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.
11. This Agreement shall consist of the following attachments:
  1. This Agreement
  2. Certificate of Insurance
  3. City of Baxter Crack Sealing Map
  4. Contractor's Quote
  5. City of Baxter Noise Ordinance 5-4-2
  6. City Quote Invitation Cover Letter

CONTRACTOR:

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF BAXTER:

By: \_\_\_\_\_  
Darrel Olson

Its: Mayor

ATTEST

By: \_\_\_\_\_  
Kelly Steele

Its: Assistant City Administrator / City Clerk