

**EDA IN AND FOR THE CITY OF COLUMBIA HEIGHTS CONTRACT FOR
REMOVAL OF HOUSEHOLD ITEMS, ASBESTOS, AND OTHER HAZARDOUS
MATERIALS FROM 960 40th AVE NE, COLUMBIA HEIGHTS**

For valuable consideration as set forth below, this Contract dated the ___ day of May, 2021, is made and entered into between the Economic Development Authority in and for the City of Columbia Heights, a public body corporate and political created pursuant to the laws of the State of Minnesota ("EDA") and Bergo Environmental Inc. a Minnesota Limited Liability Company ("Contractor").

1. CONTRACT DOCUMENTS

Contractor hereby promises and agrees to perform and comply with all the provisions of this Contract and the Proposal dated February 15, 2021, prepared by Contractor attached hereto as **Exhibit A** for the removal of household items, asbestos-containing materials, and removal of other hazardous materials in preparation for demolition of the residential property located at 960 40th Ave NE, Columbia Heights, Minnesota ("Property"). The survey prepared by Angstrom Analytical, Inc. dated February 15, 2021 ("Survey") identifies certain hazardous materials that shall be removed by Contractor from the Property and is attached hereto as **Exhibit B**. The Contract, Proposal and Survey shall comprise the total agreement of the parties hereto. No oral order, objection, or claim by any party to the other shall affect or modify any of the terms or obligations contained in this Contract.

2. THE WORK

The work to be performed by Contractor under this Contract (hereinafter the "Work"), is defined in the Proposal as removal of household items, asbestos-containing materials, and removal of hazardous and solid waste materials identified on the Survey, excluding the fuel tanks, in preparation for demolition of the residence located on the Property. As part of the Work, Contractor agrees to remove all excess material from the Property.

3. CONTRACT PRICE

The EDA agrees to pay Contractor the sum of \$5,212.00 in exchange for Contractor furnishing labor and materials for the Work at the Property, payable within 30 days of Contractor's completion of the Work.

Contractor may start work on this project upon its execution of this Contract.

4. COMPLETION DATE/LIQUIDATED DAMAGES

Contractor shall complete all Work on or before June 30th, 2021. ("Completion Date"). Due to the difficulty in ascertaining and establishing the actual damages which the EDA would sustain, liquidated damages are specified as follows for failure of Contractor to complete his performance under this Contract by the Completion Date: for every calendar day that the Contract shall remain uncompleted beyond the Completion Date of June 30th 2021, Contractor shall pay the EDA \$50.00 per day as liquidated damages.

5. **INSURANCE**

Before beginning actual work under this Contract, Contractor shall submit to the EDA and obtain the EDA's approval of a certificate of insurance on Standard Form C.I.C.C.-701 or ACORD 25 forms, showing the following insurance coverage, and listing the EDA and City as a loss payee under the policies:

- | | | |
|----|-------------------------------|-------------------|
| a. | General Contractor Liability: | \$1,000,000.00 |
| b. | Workman's Compensation: | Statutory Amounts |

This certificate must provide for the above coverages to be in effect from the date of the Contract until 30 days after the Completion Date, and must provide the insurance coverage will not be canceled by the insurance company without 30 day's written notice to the EDA of intent to cancel. The certificate must further provide that Contractor's insurance coverage is primary coverage notwithstanding any insurance coverage carried by the City or EDA that may apply to injury or damage relating to the maintenance or repair of the City streets or rights-of-way by either the City, EDA or any employee, agent, independent contractor or any other person or entity retained by the City or EDA to perform the services described herein. All insurance is subject to the review and approval of the Columbia Heights City Attorney.

6. **LAWS, REGULATIONS AND SAFETY**

Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to performance under this Contract. Contractor shall provide adequate signs and/or barricades, and will take all necessary precautions for the protection of the Work and the safety of the public.

7. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the EDA, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly

employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

8. **ASSIGNMENT**

Contractor shall not assign or transfer, whether by an assignment or novation or otherwise, any of its rights, duties, benefits, obligations, liabilities or responsibilities without prior written consent of the EDA.

9. **NOTICE**

The address and telephone number of Contractor for purposes of giving notices and any other purpose under this Contract shall be 522 Concord Street North, Suite 400, South St. Paul, MN 55075, 651-457-4699.

The address of the EDA for purposes of giving notices and any other purposes under this Contract shall be 590 40th Avenue NE, Columbia Heights, MN 55421.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands and seals as of the day and year first above written.

**ECONOMIC DEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF COLUMBIA
HEIGHTS**

By: _____
Kelli Bourgeois
Its: Executive Director

Bergo Environmental Inc.

By: _____

Its: _____