

**MODIFICATION NUMBER 01  
CITY OF MINOT WASTEWATER LABORATORY  
PURCHASE AGREEMENT NUMBER 7134  
UNDER AGEISS SUBCONTRACT NO. EAJV02-AGE-TO0001  
FIXED UNIT RATE  
MARCH 8, 2021**

**SUMMARY OF CHANGES**

**Modification Number 01 is issued to change the following:**

- Modification of paragraph numbers.
- Extend the end date of the Purchase Agreement from February 28, 2021 through February 28, 2022.
- Modify the agreement amount for Option Year 2 (3/1/2021-2/28/2022) to \$3,500.
- Modify the notice information for the City.
- Modify the approval of modifications to the Agreement.

**The following sections have been updated:**

1. Term. The term of this Agreement shall be from February 1, 2020 through February 28, 2022.  
The Agreement may be renewed by written agreement of the Parties.
3. Compensation. AGEISS agrees to compensate the City for the laboratory services provided in accordance with the fees provided in Exhibit 1. Billing to occur upon completion of testing services. Payment due in 30 days after invoice date. The Not to Exceed Fixed Unit Rate Agreement amount of for Option Year 2 (2/28/2021-2/28/2022) is \$3,500.

6 (a).

CITY:

City of Minot

c/o Minot Water Department

P.O. Box 5006

Minot, ND 58702-5006

[john.reynolds@minotnd.org](mailto:john.reynolds@minotnd.org)

20. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both

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Parties. With respect to approval by the City of the modification, supplementation, or amendment by written agreement, the City’s Public Works Director can approve modifications to the term or compensation provisions of the Agreement, but all other modifications to this Agreement must be approved by the City Council.

All Other Terms and Conditions of the Subcontract remain unchanged.

**ACCEPTANCE**

The signature of a duly authorized officer below indicates the acceptance of this Modification:

**PRIME: AGEISS Inc.**

**VENDOR: CITY OF MINOT, NORTH DAKOTA**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

*Briann L. Staker*

\_\_\_\_\_  
**Name Typed**

\_\_\_\_\_  
**Name Typed**

*Director of Administration*

\_\_\_\_\_  
**Title Typed**

\_\_\_\_\_  
**Title Typed**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



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PO Box 6126  
Longmont, CO 80501  
ashleyp@ageiss-inc.com

Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same into the custody of said Postal Service. The City and AGEISS may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

7. Successors in Interest. The provisions of this Agreement shall be binding upon and shall insure to the benefit of the Parties hereto, and their respective successors and assignees.
8. Assignment. Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party's express written consent.
9. Force Majeure. Neither Party to this Agreement will be liable to the other Party for delays, or direct and indirect costs resulting from any causes beyond the reasonable control or contemplation for either Party.
10. Severability. If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
11. Governing Law and Venue. This Agreement shall be construed and interpreted both as to the validity and performance of the Parties in accordance with the laws of the State of North Dakota. In the event of any dispute hereunder the forum shall be in District Court, Ward County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.
12. Entire Agreement and Modification. This Agreement, including the Attachments, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties. With respect to approval by the City of the modification, supplementation, or amendment by written agreement, the City's Public Works Director can approve modifications to the term or compensation provisions of the Agreement, but all other modifications to this Agreement must be approved by the City Council.

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13. Effectiveness of Agreement. This Agreement is not effective until fully executed by both Parties. If no start date is specified in the Term of Agreement, the most recent date of the signatures of the parties shall be deemed the Effective Date.