

**BUILDING RELOCATION AGREEMENT**  
**City of Minot and Huwe, the Housemover, Inc.**

This Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Minot (hereinafter “City”) and Huwe, the Housemover, Inc, a corporation. (hereinafter “Contractor”).

**WHEREAS**, the City sought written quotes for the purposes of relocating a pole barn from 1301 RAILWAY AVENUE to 1025 31ST STREET SE for public use (hereinafter “Relocation”);

**WHEREAS**, the Contractor has agreed to provide certain building relocation labor, equipment, and materials to City relating to the Relocation (hereinafter “Services”);

**WHEREAS**, the Contractor agrees to provide the Services relating to the Relocation; and

**WHEREAS**, City has agreed to pay Contractor for the costs of Services.

**NOW, THEREFORE**, it is hereby agreed by and between the Parties as follows:

1. **Term.** The Services provided pursuant to this Agreement shall be completed by September 31, 2021. Contractor hereby acknowledges that time is of the essence for performance under this Agreement unless otherwise agreed to in writing by the Parties.
2. **Scope of Services.** Contractor agrees to do everything required by this Agreement and to provide the Services to City in accordance the Building Relocation Specifications and the Building Relocation Request for Quotes documents, which are attached and incorporated into this Agreement as Exhibit 1 (Building Relocation Specifications) and Exhibit 2 (Building Relocation Request for Quotes).
3. **Compensation.** Upon completion of the Services as described in Exhibit 1, City agrees to compensate the Contractor \$105,000.00 for the Services. Billing to occur upon completion of services. Payment due in 30 days after invoice date.
4. **Compliance with Laws, Rules, Regulations.** Contractor shall comply with all applicable laws, regulations, and ordinances.
5. **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless the City its agencies, officers and employees, from and against claims based on the vicarious liability of the City or its agents, but not against claims based on the City’s contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the City under this

provision must be free of any conflicts of interest, even if retention of separate legal counsel for the City is necessary. Any attorney appointed to represent the City must first qualify as and be appointed by the City. Contractor also agrees to reimburse the City for all costs, expenses and attorneys' fees incurred if the City prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

6. **Insurance.** At its sole cost, Contractor shall secure and keep in force during the term of this Agreement, from insurance companies authorized to do business in the state of North Dakota, the following insurance coverages: (1) commercial general liability, including premises or operations, contractual, and products or completed operations coverages, with minimum liability limits of \$1,000,000 per occurrence; (2) automobile liability, including owned (if any), hired, and non-owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence; and (3) workers' compensation coverage meeting all statutory requirements. The City, its agent, officers, and employees shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, as an additional insured. The Contractor's duty to defend, indemnify, and hold harmless the City under this Agreement shall not be limited by the insurance required in this Agreement. Contractor shall furnish a certificate of insurance evidencing the required coverages are in effect prior to commencement of this Agreement. Failure to provide or to maintain insurance as required in this Agreement is a material breach of contract entitling City to terminate this Agreement immediately.
7. **Authority to Contract.** No part of this Agreement shall be construed to grant to Contractor any authority to contract for, on behalf of, or incur obligations on behalf of the City.
8. **Termination.**
  - a. **Termination by Mutual Agreement.** This Agreement may be terminated by mutual consent of both parties executed in writing.
  - b. **Termination for Cause.** City may terminate this Agreement effective upon delivery of written notice to Contractor, or any later date stated in the notice:
    - i. If Contractor fails to provide Services required by this Agreement within the time specified or any extension agreed to by City; or

- ii. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
  - c. The rights and remedies of City provided in this Section 5 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
9. **Notice.** All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

City:	Huwe, the Housemover, Inc.:
City of Minot	Kevin Huwe
c/o Public Works Director	Owner
P.O. Box 5006	PO Box 304
Minot, ND 58702	Minot, ND 58701

10. **Independent Entity.** Contractor is an independent entity under this Agreement and is not a City employee for any purpose.
11. **Compliance with Public Records Laws.** Contractor understands that, City must disclose to the public upon request any records it receives from Contractor. Contractor further understand that any records obtained or generated by Contractor under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City’s instructions on how to respond to the request.
12. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and assignees.
15. **Assignment.** Neither Party may not assign or otherwise transfer or delegate any right or duty without the other party’s express written consent.

16. **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.
17. **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.
18. **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.
19. **Attorney Fees.** In the event a lawsuit is instituted by City to obtain performance due under this Agreement, and State is the prevailing party, Contractor shall, except if prohibited by law, pay City's reasonable attorney fees and costs in connection with the lawsuit.
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 Parties.
21. **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.

**CITY OF MINOT, NORTH DAKOTA**

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Shaun Sipma  
Mayor

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David Lakefield  
Finance Director

**HUWE, THE HOUSEMOVER, INC.**

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Kevin Huwe  
Owner