**SNOW REMOVAL AGREEMENT**

**2026-2027 Winter Season**

This Agreement is made this _____ day of _____, 2026, by and between the City of Dickinson, a Municipal Corporation duly organized under the laws of the State of North Dakota and having a usual place of business at 3411 Public Works Boulevard, Dickinson, ND 58601, hereinafter referred to as "City," and

Name: _____

Company Name

Address: _____

Street Address and Mailing Address

_____

City State and Zip

Hereinafter referred to as the "Contractor."

## I. PRIMARY TERMS AND CONDITIONS

A. **Intent:** It is the intent of City not to award a contract to any bidder who does not furnish evidence, satisfactory to City, that Contractor has the ability and experience to perform this type of work.

B. **On-call Services:** This Agreement is for on-call right of way snow removal services ("Services") only and shall not guarantee any minimum amount of Services requested. Contractor shall have no claim for loss of anticipated profits due to Services not being requested by City.

C. **Entire Agreement:** This Agreement, including Exhibits A and B, the City's 2026-27 Right of Way Snow Removal Services Request for Proposal ("RFP"), all City-issued addenda to that RFP, and Contractor's accepted proposal, constitutes the entire integrated agreement between the parties. These documents are incorporated herein by reference. This Agreement supersedes all prior agreements and negotiations, whether written or oral, and may be modified only by a written document executed by both parties.

C. **Entire Agreement continued:** In the event of a conflict, a later written amendment signed by both parties shall control, followed by this Agreement, the RFP as modified by its addenda, Exhibit B, and Contractor's accepted proposal. Exhibit A shall establish the accepted equipment and hourly rates. No exception in Contractor's proposal shall modify the RFP or this Agreement unless expressly accepted in a written amendment signed by both parties.

D. **Independent Contractor:** Contractor shall be an independent contractor, and all persons working under the direction of Contractor shall be employees of Contractor and not of City. Contractor, and not City, shall be liable for payment of their wages, benefits, and all taxes with respect thereto, and shall comply with all applicable federal, state, and local laws, regulations, codes, rules, and ordinances with respect to (a) the hiring, employment, compensation, health, and safety of employees and (b) the environment. Contractor agrees that City shall not be liable for any loss of or damage to Contractor's materials or equipment.

E. **Assignment and Subcontracting:** Contractor shall not assign this Agreement, any part thereof, or the right to receive compensation hereunder without City's prior written consent. No part of the Services covered by this Agreement shall be subcontracted without City's prior written approval.

F. **Default and Remedies:** If Contractor fails to perform the Services as required by this Agreement or otherwise defaults under this Agreement, City may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of default to Contractor and demand strict performance; (2) cancel this Agreement by notice to Contractor; or (3) cure the default without notice to Contractor and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter. If no further payments are due, Contractor shall immediately, on presentation of City's invoice, reimburse City for the cost of curing the default and such direct or consequential damages.

G. **Miscellaneous:** No failure of City to enforce the terms of this Agreement shall constitute a waiver of any contractual right. This Agreement may only be modified by a writing signed by City and Contractor. The rights and duties arising under this Agreement shall be governed by North Dakota law. If any action is brought to enforce this Agreement, the prevailing party may recover its reasonable attorneys' fees and costs from the other party.

H. **Severability:** If any term of this Agreement or application thereof is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality and enforceability of the remaining terms shall not be affected unless one or both parties would be substantially or materially prejudiced.

I. **Equipment:** Equipment to be used in providing the Services and the accepted hourly rate for each piece of equipment are identified in Exhibit A, attached hereto.

## II. LICENSE

Contractor represents and warrants that it is properly licensed by the State of North Dakota to engage in the Services identified in this Agreement.

## III. INSURANCE

A. During the term of this Agreement, Contractor shall comply with the minimum insurance provisions set forth below. The insurance shall be maintained by Contractor at its expense, and certificates thereof shall be presented to City in form and content satisfactory to City before commencement of Services. The insurance requirements are as follows:

   i. Workers' Compensation in accordance with the laws of the State of North Dakota;

   ii. Employer's liability in an amount not less than $1,000,000.00;

   iii. Comprehensive general liability with limits of at least $1,000,000.00 combined single limit each occurrence;

   iv. Comprehensive liability covering all vehicles and equipment operated under this Agreement with limits of at least $1,000,000.00 combined single limit each occurrence;

   v. Excess liability (umbrella) insurance with limits of at least $2,000,000.00.

B. City shall be named as an additional insured on all policies except Workers' Compensation.

C. In the event Contractor fails to obtain and maintain any insurance coverage required under this Agreement, the Agreement shall be terminated.

## IV. INDEMNIFICATION

A. Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend, and hold harmless City and its respective principals, agents, affiliates, directors, managers, and employees (collectively, the "Indemnified Parties") from and against any loss, expense, liability, damage, or cost (including, without limitation, judgments, attorneys' fees and costs, court costs, and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to or death of any person or on account of damage to property including, but not limited to, damage to buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving, including the loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of, or the failure to perform, the Services by Contractor, its agents, employees, or anyone for whose acts Contractor may be liable with respect to the Services. Contractor, for itself and its agents, employees, subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action, or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by contract or by any federal or state law.

B. In case of suits or claims for damages, City may withhold such portions of any payments due hereunder as may be considered necessary to cover said suits and claims until they have been settled and satisfactory evidence to that effect has been furnished to City.

C. Contractor shall notify City of any damage caused by Contractor or its employees within twenty-four (24) hours of the occurrence. The immediate notification requirements of Section VIII.10 also apply to damage occurring during snow plowing. Contractor shall repair any documented damage once the snow has melted and the area is entirely visible.

D. City will forward any damage claims to Contractor as they are received. Contractor shall repair any property damage as soon as possible the following spring and report its completion to City.

## V. TERM OF CONTRACT

This Agreement shall be in force from the date it is accepted and signed by both parties and shall terminate at 11:59 p.m. on May 31, 2027. The on-call snow removal service season shall run from October 21, 2026, through May 31, 2027.

## VI. TERMINATION

City may terminate this Agreement at any time for any reason upon submitting to Contractor written notice of its intention to terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in City's termination notice. Contractor shall promptly notify City of costs incurred to the date of termination, and City shall pay all such reasonable and supportable costs. City shall not pay any costs incurred after 11:59 p.m. on the day of issuance of the written notice. An email to the designated Contractor representative identified in Section X shall be considered written notice.

## VII. PAYMENT

A. City's liability hereunder shall be limited to amounts due Contractor for Services actually rendered.

B. Contractor shall invoice City at 3411 Public Works Boulevard, Dickinson, ND 58601, on a per-storm basis.

C. Upon receipt of a correct itemized invoice, payment will normally be made upon approval at a normally scheduled meeting of the City Commission, held on the first and third Tuesday of each month.

D. City shall pay Contractor for Services in accordance with the contracted rates in Exhibit A. The rate for each piece of equipment shall include Contractor providing the equipment, operator, insurance, repairs, chains, fuel, oil, lubricants, tires, cutting edges, supervision, and all other costs related to operation of the equipment.

E. Contractor may include a maximum of one-half (½) hour per day for completion of pre-trip inspection and warm-up of the equipment.

F. All contract prices shall continue in effect, unchanged, throughout the duration of this Agreement.

## VIII. SCOPE OF SERVICES

Contractor agrees to perform the Services set forth below to the satisfaction of City and shall conform to the highest professional or business standards.

1. Contractor shall be available any hour of the day, seven (7) days a week, including all holidays, throughout the service season identified in Section V.
2. Contractor must begin plowing the designated area within twelve (12) hours after notification is received. Contractor shall supply City with a list of contacts who will be available to receive notification.
3. Contractor will be notified by City when to begin and end plowing.
4. City will designate areas to be plowed. City may also furnish a sequence of plowing which must be adhered to unless Contractor submits and has approved a request to alter the plowing sequence.
5. Depending on the severity of the storm, the Public Works Director or their designee may direct that some or all plows focus on keeping the center of each road open. If instructed, Contractor shall maintain this method until otherwise advised.
6. Other than when directed to open and maintain single lanes, the general standard for acceptable work shall be for Contractor to plow snow to the maximum extent possible to the side of the street, leaving no windrows in intersections. Exhibit B provides supplementary operator guidelines.
7. Contractor shall extend proper courtesy to all citizens and refer them to the Public Works Department when demands are unreasonable.
8. Contractor, during the progress of work, may be required to work continuously throughout the day and/or night.
9. Contractor shall ensure that none of its operators are under the influence of alcohol or drugs. Any operator suspected of being under the influence may be required to be tested. If an operator is found to be under the influence, that operator must be removed from service immediately.
10. During the course of snow plowing, Contractor shall immediately notify City when any of the following occurs:
    a. An injury to any person.
    b. Damage to vehicles or property.
    c. A breakdown of equipment.
    d. A street cannot be plowed, reporting the reason or reasons.
    e. A zone or route has been completed.
    f. A member of the public has a complaint that cannot be resolved.

11. Any Contractor found in violation of the immediate notification requirements in Section VIII.10 shall be subject to immediate dismissal from service under this Agreement.

12. In the event of breakdowns, Contractor must immediately notify the Public Works Director or their designee. Equipment down over fifteen (15) minutes will be removed from the clock and will receive credit only for hours worked.

13. All work in fulfillment of City's snow removal policy shall be performed to the approval of the Public Works Director or their designee. The Public Works Director or their designee shall evaluate the following criteria in determining whether Services have been performed to an acceptable level:

    a. All streets shall be cleaned to their full paved width and all intersections shall be cleaned.

    b. Streets shall generally be plowed from the center to the curb or edge of pavement.

    c. Snow from intersections shall be plowed parallel to the curbs so that no snow remains in the intersection. Intersection corners must be curved and snow deposited on tangent sections of streets beyond the curved radii.

    d. Plowing shall be at a speed that is just sufficient to move the snow, not at a speed which is unsafe or excessive.

    e. Plow equipment shall not turn around in private driveways.

    f. Blocked Streets - If parked cars or other obstructions block a street, every effort shall be made to attempt to bypass the blockage. If unable to bypass the blockage, Contractor shall immediately notify City. If the blockage can be removed within a reasonable time, Contractor will be expected to then plow the street.

    g. Contractor shall exercise due caution when plowing areas that were chip sealed the previous season.

    h. Snow shall not be piled so as to obstruct the view of or access to any fire hydrant or mailbox unless specifically authorized by City.

    i. Snow shall not be piled so as to obstruct a driver's view of traffic at intersections.

    j. Contractor's operators shall familiarize themselves with the standards and provisions of the City of Dickinson Winter Operations Plan, which will be discussed at the required Winter Operations meeting.

    k. Contractor shall carry a City-provided AVL unit that must be plugged into a 12V auxiliary power outlet at all times during City snow removal operations.

    l. Contractor shall take all necessary precautions for the safety and prevention of damage, injury, or loss.

    m. Contractor shall be responsible for the maintenance of practicable convenience to traffic and shall take all precautions for property in or about the work. The convenience of the general public shall be provided for in an adequate and satisfactory manner.

14. Contractor and its employees shall attend the required Winter Operations meeting at the Public Works Facility, 3411 Public Works Boulevard, Dickinson, ND 58601. City shall provide the meeting date and time to accepted proposers.

## IX. EQUIPMENT

A. Contractor assumes all responsibility for the maintenance and repair of equipment used in performance of this Agreement, including operators, insurance, repairs, chains, fuel, oil, lubricants, tires, cutting edges, supervision, and all other costs related to operation of the equipment.

B. All equipment must be in good working condition, prepared for work, and have chains available for use if needed and as determined by the Public Works Director or their designee.

C. City may, at its election, under certain emergency conditions as determined by City, furnish Contractor with fuel, oil, windshield wiper blades, and cutting edges, and will deduct the same from the final bill due Contractor at City's cost plus ten (10) percent for overhead. City must approve these requests in advance.

D. All equipment must be equipped with adequate warning and flashing lights to ensure the vehicle conforms to North Dakota Century Code.

E. City reserves the right to inspect all equipment before it is engaged in provision of Services and at any time during Contractor's performance. Any equipment judged by the Public Works Director or their designee to be inadequate to perform properly will be disallowed or removed from service.

F. All plows must be reversible, with the exception of loader buckets.

G. Equipment used for City snow removal operations shall have an operable 12V auxiliary power outlet for the City-provided AVL unit required by Section VIII.13.k.

## X. NOTICE AND DESIGNATED CONTACTS

This information sheet provides a single source for routine and emergency communication between Contractor and City. Contractor shall notify City of any change in notification phone numbers or email addresses. Contractor shall identify contacts available to receive City notifications throughout the service season.

**CONTRACTOR**

**General Contact and Designated Representative for Written Notices**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

**Accounts Receivable**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

**Primary Supervisory Contact**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

**Additional Contact**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

**Additional Contact**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

## X. NOTICE AND DESIGNATED CONTACTS CONTINUED

**CITY OF DICKINSON**

**General Contact**

Name: Kristopher Keller Title: Interim Public Works Director

Phone: 701-456-7979 Cell: _____

Email: _____

**Accounts Payable**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

**Primary Supervisory Contact for Snow Operations**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

**Additional Contact**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

**Additional Contact**

Name: _____ Title: _____

Phone: _____ Cell: _____

Email: _____

City mailing address: 3411 Public Works Boulevard, Dickinson, ND 58601.

The Public Works Director or their designee shall exercise the direction and approval authority assigned to that position under this Agreement.

IN WITNESS WHEREOF, the parties below certify that they are authorized to enter into this Agreement. By their signatures they agree to all terms of this Agreement.

**For the Contractor:**

_____ _____

Signed Date

_____ _____

Printed Name Title

**For the City:**

_____ _____

Signed Date

_____ _____

Printed Name Title

**EXHIBIT A**

**Equipment and Contracted Hourly Rates**

CITY OF Dickinson North Dakota | PUBLIC WORKS

**PROPOSAL COVER SHEET**

COMPANY NAME Tooz Construction

ADDRESS 4038 3rd Ave West Dickinson ND 58601

CONTACT NAME Sawyer Tooz, James Donivant

PHONE 701 590 6760, 701 690 1675

The above-mentioned company hereby proposes to provide Snow Removal services to the City of Dickinson, as follows:

| Equipment Type | Moldboard Width | Hourly Rate |
|---|---|---|
| Blade 872 w/wing | 16' | 265.00 |
| Loader 624 | 12' | 235.00 |
| Dump Truck | 18' cy Box | 150.00 |
| | | |
| | | |
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## EXHIBIT B

### General Guidelines for Snow Plow Operators

These guidelines supplement Section VIII and the City of Dickinson Winter Operations Plan discussed at the required meeting. City directions under Section VIII govern assigned areas, plowing sequence, and temporary single-lane operations. In the event of a conflict, Section I.C governs.

1. Perform a pre-trip inspection every day.
2. Clean your equipment at the end of each day, including salt and sand, windows, and cab interior.
3. Always use your strobe light and all head, tail, and work lights.
4. When plowing snow to both curbs, plow one-half of the street to each side.
5. Windrow snow close to the curb, but do not allow snow to fall on the curb.
6. If there is a boulevard between the curb and sidewalk, plow snow onto the boulevard within the public right of way.
7. Square the plow at driveways to leave as little snow as possible, no more than six (6) inches high, in the driveway.
    a. If a driveway is multiple lanes wide, keep at least one lane as clear as possible without wasting time.
    b. Under normal circumstances, do not back up to remove more snow from the driveway.
8. If you come to a section of street two hundred (200) or more feet long that has a maximum of two (2) driveways on one side and several driveways on the other, plow the entire street to the side with fewer driveways and clean the driveways.
9. Do not drive or push snow on private property.
10. When plowing bridges, do not push snow over the edge onto roads below.
11. When plowing the first street of an intersection, carry as much snow through the intersection as possible. When plowing the cross street, complete the intersection cleanup. Do not leave windrows in the completed intersection.
12. Snow from intersections shall be plowed parallel to the curbs so no snow remains in the intersection. Intersection corners must be curved and snow deposited on tangent sections of streets beyond the curved radii.

## EXHIBIT B

### General Guidelines for Snow Plow Operators

13. Do not push snow onto the body of vehicles. Keep the amount of snow against the wheels to a minimum.
14. If a street is very narrow after plowing due to vehicles parked on both sides, try to carry snow beyond the parked vehicles and deposit it where it will not hinder traffic.
15. Beware of manholes and water valves that project above the pavement. If you hit one, make sure the cover is in place and immediately report the incident to the Public Works Department.
16. Do not push or tow vehicles without your supervisor's permission. You and your employer are responsible for any damages you cause.
17. Do not take time trying to clean the street to bare pavement. Remove as much packed snow as possible without slowing down the operation.
18. Be safe.
    a. Watch your speed.
    b. Watch for obstacles, including vehicles, pedestrians, and upset citizens.
    c. Drive defensively. Be tolerant and patient with other drivers and pedestrians.
    d. Get plenty of rest. If you need a break, ask your supervisor. If you are too tired to continue, notify your supervisor and stop operating until adequately rested.
19. Keep the City-provided AVL unit plugged into the equipment's 12V auxiliary power outlet at all times during City snow removal operations.
20. Do not pile snow so as to obstruct the view of or access to any fire hydrant or mailbox unless specifically authorized by City. Do not obstruct a driver's view of traffic at intersections.
21. Immediately report injuries, vehicle or property damage, equipment breakdowns, streets that cannot be plowed, completed zones or routes, and unresolved public complaints to City as required by Section VIII.10.