SERVICES AGREEMENT
City of Minot and Double L Loaderworks

This Agreement is entered into on this __________ day of __________, 2021, by and between the City of Minot (hereinafter “City”) and Double L Loaderworks (hereinafter “Supplier”).

WHEREAS, Supplier has agreed to provide certain snow removal services for the City’s Airport Paid Parking Lots; and

WHEREAS, City has agreed to pay Supplier for the costs of snow removal services.

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

1. **Term.** The term of this Agreement shall be from November 1, 2021 – May 31, 2022. The Agreement may be renewed by written agreement of the Parties.

2. **Scope of Services.** Supplier agrees to provide the snow removal services to the City at the Minot International Airport in accordance the Bid Specifications “Snow Removal Services for Minot International Airport Paid Parking Lots” document, which is attached and incorporated into this Agreement as APPENDIX A: BID SPECIFICATIONS (which includes EXHIBIT A – Airport Paid Parking Lots).

3. **Additional Supplier Obligations.** Supplier agrees to fully comply with the Federally Mandated Contract Clauses which are attached and incorporated into this Agreement as APPENDIX B: FEDERALLY MANDATED CLAUSES.

4. **Compensation.** The City agrees to compensate Supplier for the snow removal services provided in accordance with the fees described in Supplier’s submitted proposal, which is attached and incorporated as APPENDIX C: SUBMITTED PROPOSAL. Supplier will provide monthly invoices to the City for services rendered no later than the 15th of the month following.

5. **Indemnification and Insurance.** Supplier agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from providing the services described in this contract. Supplier and its employees must carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of $1,000,000 per person, $500,000 per accident, and property damage in the amount of $3,000,00 per accident. Supplier’s employees must also be covered by North Dakota Worker’s Compensation. Supplier shall provide City a Certificate of Insurance naming
the City as an additional insured, and shall maintain such insurance during the term of
this Agreement and any extension agreed to thereafter.

6. **Authority to Contract.** No part of this Agreement shall be construed to grant to Supplier
any authority to contract for, on behalf of, or incur obligations on behalf of the City.

7. **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 Supplier, or any later date stated in the notice:
      i. If Supplier fails to provide services required by this Agreement within the
time specified or any extension agreed to by City; or
      ii. If Supplier 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 7 are not exclusive and
      are in addition to any other rights and remedies provided by law or under this
      Agreement.

8. **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:

<table>
<thead>
<tr>
<th>City:</th>
<th>Double L Loaderworks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Minot</td>
<td>Lance Lenton</td>
</tr>
<tr>
<td>c/o Minot International Airport, Deanna Stoddard</td>
<td>Title:</td>
</tr>
<tr>
<td>P.O. Box 5006</td>
<td>5612 20th Ave N</td>
</tr>
<tr>
<td>Minot, ND 58702</td>
<td>Norwich, ND 58768</td>
</tr>
</tbody>
</table>

9. **Independent Entity.** Supplier is an independent entity under this Agreement and is not a
City employee for any purpose.

10. **Compliance with Law.** Supplier agrees to comply with all applicable federal, state, and
local laws, rules, and policies, including those relating to nondiscrimination, accessibility,
and civil rights. Supplier’s failure to comply with this section may be deemed a material breach by Supplier entitling the City to terminate in accordance with the Section 7(b) of this Agreement.

11. Compliance with Public Records Laws. Supplier understands that, City must disclose to the public upon request any records it receives from Supplier. Supplier further understand that any records obtained or generated by Supplier under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Supplier 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. Attorneys’ Fees. In the event a lawsuit is initiated by City to obtain performance due under this Agreement, and City is the prevailing party, Supplier shall, except if specifically prohibited by law, pay City’s reasonable attorneys’ fees and costs in connection with the lawsuit.

19. Authority to Execute Agreement. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered by it; that the undersigned representatives are fully authorized to sign this Agreement on behalf of the party for whom they are signing and whom they represent; that performance of all the actions contemplated thereby have been duly authorized by all requisite action and that this
Agreement constitutes a valid and binding obligation, enforceable against each party, its successors and assigns in accordance with its terms.

20. 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.

21. 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.

22. 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

________________________
Shaun Sipma
Mayor

________________________
David Lakefield
Finance Director

DOUBLE L LOADERWORKS

________________________
Lance Lenton
Title: Owner
APPENDIX A: BID SPECIFICATIONS

SNOW REMOVAL SERVICES FOR
MINOT INTERNATIONAL AIRPORT PAID PARKING LOTS

Bids will be received by the City Clerk at her office at City Hall until 11:00 A.M. local time, October 19, 2021 for furnishing Snow Removal Services for the Airport’s short-term, long-term, and rental parking lots, which shall meet the following specifications:

SCOPE
Snow removal services (plowing and/or hauling) will be conducted per the Minot International Airport Snow and Ice Control Plan and coordinated with the Airport Operations Manager.

Mobilization for snow removal services will be according to pre-determined snow accumulation and drift levels and/or at the request of the Airport Operations Manager.

The Minot International Airport is a 24/7/365 enterprise and expects to remain open and operational in all types of inclement weather. It is the expectation that the snow removal services at the Airport Paid Parking Lots operate under the same assumption, thus ensuring a high priority level of service. It is also to be understood that snow removal services will take place around parked and moving vehicles within the lots.

For the purposes of this bid document, the Airport Paid Parking Lots will include the short-term, long-term, and rental parking lots, and related parking lot entrances and exits, as shown in Exhibit A – Airport Paid Parking Lots.

Snow is to be plowed, pushed, or loaded and hauled, to the Airport’s snow storage areas within the Airport Paid Parking Lots as shown on Exhibit A. Contracted services may also include ice control measures using a combination of Airport pre-approved sand or salt; ice control measures will only be at the request of the Airport and must be approved in advance. Contractor must provide the sand and salt at a mixture of 30% salt to sand.

GENERAL CONDITIONS
It is to be understood that no specified quantities are being bid on and that amounts shown are for estimating and bidding purposes only. There is no guarantee of a certain number of snow events and contractor will be paid per snow removal event based on bid amounts for each snow depth category. Snow Removal Services may be regulated by the Minot International Airport and must be coordinated with the Airport Operations Manager during the contract term.

Bids shall be for the period starting November 1, 2021 and ending approximately May 31, 2022, and shall show a price per each category of snow event along with the total bid price. The Minot International Airport requires firm bids from all bidders. The Airport reserves the right to reject any bid not stating a firm price as not responsive.

The Minot International Airport annually reserves the option of extending the 2021-2022 contract through calendar years 2023, 2024, and 2025. The extension option may be exercised if agreed to by both parties.
We, the undersigned, hereby propose and agree to furnish the City of Minot with Snow Removal Services for Minot International Airport Paid Parking Lots, including entrances and exits, subject to the specifications as provided by the City of Minot.

<table>
<thead>
<tr>
<th>Airport Paid Parking Lots to include Short-Term, Long-Term, and Rental Lots, including entrances and exits as marked on Exhibit A.</th>
<th>Depth of Snow per Snow Event</th>
<th>Estimated Number of Snow Events at this Depth (for estimating and bidding purposes only)</th>
<th>Price to Remove and Haul Snow per each Snow Event at this Depth</th>
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<tbody>
<tr>
<td></td>
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Total Price for Snow Removal Services for Airport Paid Parking Lots for all 15 Snow Events

Total Price Above in Words:

Total Price for Ice Control (sand/salt) for Airport Paid Parking Lots for all 5 Ice Events

$ per event

$ total for 5 events

Total Price Above in Words:

Total Bid Price for estimated 20 Snow Removal and Ice Control Events

$
EXHIBIT A – Airport Paid Parking Lots
APPENDIX B: FEDERALLY MANDATED CLAUSES

CIVIL RIGHTS PROVISION
Supplier agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

This provision binds the Supplier and subtier suppliers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS
During the performance of this contract, the Supplier, for itself, its assignees, and successors in interest (hereinafter referred to as the “Supplier”) agrees as follows:

1. **Compliance with Regulations:** The Supplier (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The Supplier, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Supplier will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Supplier for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Supplier of the Supplier’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Supplier will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Supplier is in the exclusive possession of another who fails or refuses to furnish the information, the Supplier will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Supplier’s noncompliance with the Nondiscrimination provisions of this contract, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Supplier will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Supplier will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Supplier becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Supplier may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Supplier may request the United States to enter into the litigation to protect the interests of the United States.

**FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Supplier has full responsibility to monitor compliance to the referenced statute or regulation. The Supplier must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Supplier must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Supplier retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Supplier must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**TITLE V LIST OF PERTINENT NONDISCRIMINATION ACTS & AUTHORITIES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
• Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
• The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure the LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).
APPENDIX C: SUBMITTED PROPOSAL
We, the undersigned, hereby propose and agree to furnish the City of Minot with Snow Removal Services for Minot International Airport Paid Parking Lots, including entrances and exits, subject to the specifications as provided by the City of Minot.

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<td></td>
</tr>
</tbody>
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Total Price for Snow Removal Services for Airport Paid Parking Lots for all 15 Snow Events

$76,000

Total Price Above in Words:

Seventy Six Thousand 00

Total Price for Ice Control (sand/salt) for Airport Paid Parking Lots for all 5 Ice Events

$925 per event

$4,625 total for 5 events

Total Price Above in Words:

Four Thousand Six Hundred Twenty-Five 00

Total Bid Price for estimated 20 Snow Removal and Ice Control Events

$80,625

Total Price Above in Words:

Eighty Thousand Six Hundred Twenty-Five 00

Signature

Dobble & Company

Phone 701-833-1914

Print Name

5612 20th Ave S Norwalk, ND 58065

Address

Date 10/19/21