

Edna Township: Request for bids for plowing and road maintenance

All bids to be submitted by email to Joan Covington, Edna Township Clerk, by August 17, 2026, at covingtonj.edna@gmail.com

1. Service(s) sought:

- a. Snowplowing Equipment (please list), at rate of \$_____/hr:

- b. Road Grading Equipment (please list) at rate of \$_____/hr:

- c. Mowing Road Ditches (please list equipment) at rate of \$_____/mile per cutting, \$_____/mile extra cutting:

Note: First cutting to be completed between June 15 - July 4th. Second cutting to be completed when grass is done growing.

- d. Graveling at a rate of \$_____/ton.
- e. Installing road signs at a rate of \$_____/post.
- f. Brushing road ditches at a rate of \$_____/hr. for 1 machine and 1 worker. \$_____/hr. for extra worker.

Fuel Clause: Rate based on price of \$3.00 per gallon. Add or subtract \$0.50 per hour for each \$0.07 per gallon increase or decrease from this price.

2. Performance and Specifications: Contractor shall perform all services directly or indirectly required under this Agreement in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. Contractor warrants that it has the necessary equipment to provide the services required by this Agreement. All materials used or supplied under this Agreement shall be of first quality and meet the specifications established by Town, if any. Town has the right to

inspect and may reject any services provided by Contractor under this Agreement that, in the Town's determination, were not completed *in* a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

3. Term: The service(s) called for by this Agreement shall commence on about _____ and shall end _____.

4. Insurance: Contractor shall maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Town a certificate of insurance showing such coverage's before providing any services under this Agreement:

(1) Commercial general liability insurance coverage with a policy limit of at least \$2,000,000 per occurrence.

(2) Business automobile liability coverage with a total liability limit of at least \$2,000,000.

(3) Workers' compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. § 176.041 that exempts Contractor from having to carry such coverage.

5. Indemnification, Hold Harmless, and Defend: All claims that arise or may arise against Contractor, its agents, servants, or employees as a consequence of any act or omission on the part of the contractor or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Town. Contractor shall indemnify, hold harmless, and defend the Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Town, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employee, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the Town of any statutory limits or immunities from liability.

6. Independent Contractor: Contractor acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Town and Contractor. No employee related with holdings or deductions shall be made from payments due Contractor. The contractor shall not be entitled to receive any benefits from the Town and shall not be eligible for workers' compensation or unemployment benefits. The contractor shall at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein.

7. Payment: No claim for payment by Contractor shall be paid unless it is detailed and otherwise in compliance with the claim requirements of Minn. Stat. §§ 471.38; 471.391; and any other applicable law. Before paying a claim that involved the use of materials or labor supplied by someone other than the Contractor, the Town may require Contractor to supply proof of payment for such materials or labor.

8. Legal Compliance: Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Contractor is responsible. Contractor shall procure, at Contractor's expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement. Any violation of federal, state, or local laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license, permit, or certification by Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle Town to terminate this Agreement effective as of the date of such violation, failure, or loss.

9. Subcontracting and Assignment: Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement nor assign any interest in the Agreement without the prior written approval of the Town and subject to such conditions and provisions as Town may deem necessary or desirable in its

sole discretion. If Town permits the use of subcontractors, no subcontractor may perform any work under this Agreement without first providing Town certificates of insurance showing all of the coverage's required in section 4 of this Agreement. The contractor shall be responsible for the performance of all subcontractors. Contractor shall pay the subcontractors for undisputed services provided by them within 10 days of receiving payment from the Town.

10. Minnesota Law Governs: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.

11. Severability: The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

Edna Township

Contractor

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

Town Clerk