

**STANTON TOWNSHIP
WINTER ROAD MAINTENANCE SERVICES AGREEMENT**

This Winter Road Maintenance Services Agreement (“**Agreement**”) is made and entered into this ____ day of October 2026 by and between Stanton Township, Goodhue County, Minnesota, a public corporation, 31186 40th Avenue Way, Cannon Falls, MN 55009 (“**Town**”), and _____ a Minnesota _____ (“**Contractor**”). The Town and the Contractor may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The Town needs a winter road maintenance contractor to provide winter road maintenance services on all of the roads the Town Board has determined to open and maintain as part of its system of publicly maintained town roads.
- B. The Town Board has the authority under Minnesota Statutes, section 164.02 to contract for winter road maintenance services and has selected the Contractor to provide those services.
- C. The Town desires to enter into this Agreement to have the Contractor provide the required winter road maintenance services and the Contractor desires to enter into this Agreement to provide those services, all in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. **Services.** The Contractor agrees to provide winter road maintenance services to the Town to the extent and in the manner hereinafter set forth and as further described as part of the Town’s request for quotes (“**RFQ**”) attached as Exhibit A (collectively, the “**Services**”). The Contractor represents and warrants to the Town that it has sufficient experience in providing winter municipal road maintenance services and has sufficient personnel and equipment to perform the Services in a timely, efficient, and workmanlike manner consistent with the terms of this Agreement.
- 2. **Road to be Maintained.** The Services called for under this Agreement are limited to the roads the Town Board has regularly been maintaining for more than six years as part of the Town’s systems of maintained roads and those newer roads which the Town Board has expressly determined to open and maintain as part of its system of publicly maintained town roads. The Town Board does not become responsible for maintaining a road dedicated to the public within a plat until the Town Board finds that it satisfies certain criteria and expressly acts to accept it for maintenance purposes. The Contractor is responsible for knowing which roads are to be maintained pursuant to this Agreement and for seeking such clarification on this point as may be needed from the Town supervisor designated to serve as the Town road supervisor (“**Town Road Supervisor**”). The Contractor shall not be eligible for payment from the Town for any work performed on any road, or portion thereof, that the Town has not identified as a road to be maintained under this Agreement. Any such work performed by the Contractor on roads the

Town has not accepted for maintenance shall in no way bind the Town and shall not constitute or be deemed acceptance of the road by the Town for maintenance or for any other purpose.

3. **Winter Road Maintenance Services.** The Services provided by the Contractor shall include, but are not necessarily limited to, snowplowing, snow removal, and the spreading of sand and salt to control ice on the Town's roads as identified by the Town Road Supervisor. The Contractor shall provide the Services in a good workmanlike manner consistent with industry standards and according to the Town's snow and ice control policy attached hereto as Exhibit B (Snow & Ice Policy)). The Town Road Supervisor shall determine the type and level of Services to be provided on the roads and will inform the Contractor of the specific Services that are to be provided. The Contractor shall exercise its discretion in performing Services, but the Services to be performed are limited in both location and scope as specifically indicated by the Town Road Supervisor. The Contractor shall furnish all personnel, equipment, tools, supervision, and materials (if needed) to perform the Services to be rendered under this Agreement. The Contractor's primary point of contact for the Town shall be the Town Road Supervisor. If the Town Road Supervisor is not available, the Town Board Chairperson shall be authorized to carry out the duties of the Town Road Supervisor for the purposes of this Agreement. The Town will notify the Contractor of the names of the supervisors who hold those positions. The Contractor shall not take direction from residents regarding the delivery of Services.
4. **Additional Road Maintenance.** The Contractor agrees to provide additional winter road maintenance services, such as blading, winging and hauling, as specifically requested by the Town Road Supervisor. The Town may also request the Contractor to remove snow from the Town Hall parking lot as part of this Agreement. To the extent requested, such additional services shall be considered a part of the "Services to be provided for the purposes of this Agreement, together with all other winter road maintenance services to be performed as indicated herein.
5. **Personnel and Equipment.** The Contractor shall be responsible for providing appropriate equipment and properly trained, experienced, and licensed equipment operators. The Contractor shall be responsible for properly maintaining and ensuring the continued functioning of sufficient equipment and adequately trained and experienced personnel as may be needed to promptly provide the Services. The Town is in no way responsible for any equipment failures, breakdowns, accidents, or personnel issues the Contractor may encounter in providing Services under this Agreement.
6. **Materials.** The Town will provide a sand/salt mixture, located at the Town salt shed. The Contractor shall use the sand/salt mixture provided by the Town.
7. **Notifications.** The Contractor shall be responsible for notifying the Goodhue County Sheriff's Department and the Fire Department prior to commencing any work which will restrict traffic on a traveled roadway. The Contractor shall notify these parties upon reopening the road to traffic. The Contractor must use its best efforts to respond to requests from emergency service providers to open town roads as needed to assist in their response to a call for service. Furthermore, Contractor must perform the Services in such a way as not to unreasonably interfere with the delivery of emergency services.

8. **Rates.**

- (a) **Quoted Rates.** The Town agrees to pay the Contractor for providing the Services in accordance with the rates set out in the Contractor's quote, which is attached hereto as Exhibit C. The rates set out in the Quote constitute the total cost to provide the particular item of Service, is inclusive of all costs, expenses, taxes, fees, and other amounts incurred or expended by the Contractor, and shall constitute compensation in full for the Services provided pursuant to this Agreement. The Town will not pay for any time needed to travel to or from the boundaries of the Town. The Town is not responsible for any costs associated with the Contractor's equipment or the repair thereof. The Contractor is responsible for its own fuel costs and the Town is not required to pay a fuel surcharge or related fee.
- (b) **Prompt Payment.** The Town shall promptly pay the Contractor's claims for payment for providing Services under this Agreement. Payment is due upon receipt of a claim for payment that satisfies the requirements of this Agreement. If the Town fails to pay any undisputed claim or amount within 30 days from receipt, the Town shall be required to pay a service charge of 1.5% per month on the unpaid amount in accordance with the requirements of Minnesota Statutes, section 471.425.

9. **Claims for Payment.** The Contractor must submit a detailed monthly invoice for payment in order to be eligible to receive payment from the Town. To be considered for payment at the Town's monthly Town Board meeting, the invoice must be received by the Town by noon of the Wednesday the week before the meeting day. The invoice must satisfy the requirements, including the specificity requirements, established in Minnesota Statutes, Sections 471.38, 471.391, and other applicable laws. The Town will not approve the payment of an invoice unless it provides a description of the specific Services performed, the specific roads or portions of roads on which the Services were performed, the dates the Services were performed, the rates applied, and the number of hours (by road) for each time that Services were performed. If the Town does not pay an invoice because of the lack of specificity, it will provide the Contractor written notice of the information that was missing. The invoice, or portion thereof, will remain unpaid until the Contractor supplies the required information. If payment is withheld for failure to provide sufficient detail, or because of default as provided herein, no interest or penalties shall accrue on any withheld amounts.

10. **Independent Contractor and Acceptance of Risk.** The Contractor acknowledges and agrees that it is an independent contractor of the Town and that nothing contained herein shall be construed to create the relationship of employer-employee or joint venture between the Town and the Contractor. The Contractor acknowledges that any general instructions or request for Services that it may receive from the Town will have no effect on its status as an independent contractor. The weather conditions that give rise to the need for Services also create certain risks for those delivering the Services. The Town is in no way responsible for those naturally occurring conditions and risks, and nothing in this Agreement shall be construed as the Town accepting responsibility for the Contractor, its employees, subcontractors, or for anyone else related to such conditions or risks. The standards of performance, discipline of employees, method of providing Services, and other matters incident to the performance of Services under this Agreement, including personnel to be employed, shall be determined by the Contractor. The Contractor shall

provide competent, licensed, and suitably qualified personnel to perform the Services as required by this Agreement and the policy attached hereto as Exhibit A. The Contractor shall at all times maintain good discipline and order of its employees, subcontractors, and agents performing any part of the Services under this Agreement. The Contractor acknowledges and agrees that it is not entitled to receive any of the benefits received by the Town employees and is not eligible for workers' compensation or unemployment compensation benefits under the Town. The Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA or otherwise will be made from the payments due Contractor and that it is the Contractor's sole obligation to comply with the applicable provisions of all federal and state laws.

11. **Term**. This Agreement shall be effective on the date first indicated above and shall terminate at the conclusion of the 2026-2027 winter season, unless it is terminated earlier by law or by either party in accordance with the provisions of this Agreement.

12. **Termination**. The Town or the Contractor may terminate this Agreement without cause upon giving the other party 60 days' written notice. The Town may terminate this Agreement without providing 60 days' notice if it determines, in its sole discretion, the Contractor failed to correct a default after a Notice of Default as provided herein. The Town may terminate this Agreement immediately upon delivery of a notice of termination on the Contractor if the Town determines immediate termination is necessary in order to protect public safety. A notice of immediate termination shall state the reasons for the termination. The Contractor may terminate this Agreement without providing 60 days' notice if the Town fails to correct a default following a Notice of Default as provided herein.

13. **Default**.

(a) **Force Majeure**. The Contractor shall not be held responsible for delay or failure to perform when such delay or failure is due to uncontrollable circumstances such as acts of God, unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure. In such cases, the Contractor shall notify the Town as soon as possible of its inability to perform. The Town and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate the effects.

(b) **Default by Contractor**. Unless excused by the Town's default, any of the following shall constitute a default on the part of the Contractor. The Town may exercise its reasonable discretion to determine if any of the following events of default have occurred. Events of default include one or more of the following:

- (1) Failure to have or maintain sufficient equipment, in proper working order and with sufficient personnel, to promptly provide the Services when needed;
- (2) Failure to promptly or properly deliver Services as required by this Agreement including, but not limited to, failing to follow the Town Road Supervisor's directions related to the location or scope of Services requested;

- (3) Making any material misrepresentation regarding its experience, equipment, personnel, or any other matter directly related to its ability to provide the Services at anytime during the term of this Agreement, or making a material misrepresentation in an invoice or regarding any provision or condition relied upon by the Town in the making or continuation of this Agreement;
 - (4) The voluntary or involuntary filing for bankruptcy; or
 - (5) Failure to perform or comply with any other material provision of this Agreement.
- (c) Default by Town. Unless excused by the Contractor's default, any of the following shall constitute a default on the part of the Town:
 - (1) The persistent or repeated failure or refusal to pay the Contractor payments due under this Agreement for Services properly performed, unless the nonpayment is due to Contractor's default or failure to submit sufficiently detailed claims;
 - (2) Making material misrepresentations either in the attached exhibit and documents or in any other provisions or conditions relied upon in making this Agreement; or
 - (3) Persistent or repeated failure to perform any other material provision of this Agreement.
- (d) Notice of Default. Unless otherwise provided in this Agreement, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and the cure period. The minimum cure period shall be 10 days unless the Town determines it needs to act sooner to terminate this Agreement in order to protect public safety.
- (e) Failure to Cure. If the party in default fails to cure the specified circumstances as described by the Notice of Default within the specified cure period, then the non-defaulting party may immediately terminate this Agreement upon written notice of termination to the defaulting party. This Agreement shall be deemed terminated effective upon the terminating party providing the notice of termination to the other party
- (f) Withholding of Payment and Damages. Notwithstanding any other provision of this Agreement, the Town may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after a Notice of Default is given until the default is excused, waived in writing, cured, or the Agreement is terminated. The Town may deduct as damages from any money due or coming due to the Contractor any costs the Town incurs to select and enter into an agreement with another contractor to perform all or any portion of the Services the Contractor failed to perform. The Contractor shall not be responsible for the cost of the work performed by the other contractor selected by the Town, except as may be determined through a civil action filed by the Town, but the Town may deduct as

damages the difference between the Contractor's price and the higher price or cost the Town incurs to have the Services performed by the other contractor as well as any additional administrative and professional fees incurred by the Town as a result of the Contractor's default.

- (g) Reperformance. Town may require Contractor, at Contractor's sole expense, to reperform any items of the Service that does not meet the established specifications, standards, or Town directives.
- (h) Remedies Cumulative. Any remedies available to the Town are cumulative and not exclusive. The seeking or exercising by the Town of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Agreement.
- (i) Preservation of Other Remedies. The rights and remedies of the Town provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- (j) Cost of Defense. In the event Contractor fails to perform the Services in compliance with all applicable local, state, and federal laws, permits, rules, and regulations, the Contractor shall reimburse Town for any civil or criminal penalties or costs of defense the Town incurs due to such violations.

14. **Indemnification**. Any and all claims that arise or may arise against the Contractor, its officers, agents, employees or contractors as a consequence of any act or omission on the part of the Contractor or its officers, agents, employees or contractors while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Town. The Contractor shall indemnify, hold harmless, and defend the Town, its officials, agents, and employees against any and all liabilities, losses, costs, damages, expenses, claims or actions, including attorneys' fees, which the Town, its officials, agents, contractors or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Contractor, its officers, agents, contractors or employees, in the execution, performance, or failure to adequately perform the Services or any other of the Contractor's obligations under this Agreement.

15. **Nonwaiver of Liability Limits or Immunities**. Nothing in this Agreement shall constitute a waiver by the Town of any statutory limits or immunities from liability. Each right, power or remedy conferred upon the Town by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the Town at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Town and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

16. **Insurance Requirements**. The Contractor shall not commence work under this Agreement until it has obtained all insurances required by this Agreement and proof of such insurances has been

approved by the Town. The Contractor shall provide and maintain at all times during the term of this Agreement such insurance coverage as indicated herein. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Agreement. All policies required by this Agreement must be issued by financially responsible insurers licensed to do business in the State of Minnesota.

- (a) Automobile Liability. The Contractor shall maintain business automobile liability insurance covering liability for bodily injury and property damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by the Contractor in connection with its performance under this Agreement. Such policy shall provide total liability limits for combined bodily injury and property damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); and provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of the Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policy shall name the Town as an additional insured.
- (b) Workers' Compensation. The Contractor shall maintain workers' compensation insurance in compliance with all applicable statutes including an all-states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If the Contractor is not required by statute to carry workers' compensation insurance, the Contractor agrees: 1) to provide the Town with evidence documenting the specific provision under Minnesota Statutes, Section 176.041 which excludes the Contractor from the requirement of obtaining workers' compensation insurance; 2) to provide prior notice to the Town of any change in the Contractor's exemption status under Minnesota Statutes, Section 176.041; and 3) to defend, hold harmless, and indemnify the Town from and against any and all claims and losses brought by the Contractor or any subcontractor or other person claiming through the Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this Agreement. If any such change requires the Contractor to obtain workers' compensation insurance, the Contractor agrees to promptly provide the Town with evidence of such insurance coverage.
- (c) Commercial General Liability Insurance. The Contractor shall maintain commercial general liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, and contractual liability (applying to this Agreement). The Contractor agrees to maintain at all times during the period of this Agreement a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for bodily injury, personal injury and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy (or policies); provided that the coverage afforded under any such policy in

combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policy shall name the Town as an additional insured.

17. General Provisions.

- (a) Agreement Documents and Priority. This Agreement consists of this document, the RFQ attached as Exhibit A, the Snow & Ice Policy attached as Exhibit B, and the Quote attached as Exhibit C. To the extent there are any conflicting provisions in any of the documents, the documents shall be given the following priority: (1) this document; (2) the RFQ; (3) the Snow & Ice Policy; and (4) the Quote.
- (b) Entire Agreement. It is understood that this Agreement contains the entire Agreement between the Town and the Contractor and that no statement, promise or inducement made by any party hereto, or officer, agent or employee of either party hereto, which is not contained in this written Agreement shall be valid and binding. This Agreement may not be amended, modified, or altered except in writing signed by the parties and endorsed hereon. Furthermore, failure of the Town to strictly enforce the provisions of this Agreement shall not be considered a waiver of either its right to require Contractor to strictly comply, or the Contractor's obligation to strictly comply, with all of the terms, conditions, and requirements of this Agreement.
- (c) Recitals and Exhibits Incorporated. The recitals contained herein and the exhibit attached hereto are made part of this Agreement.
- (d) Assignment. The Contractor shall not enter into any subcontract for performance of any of the Services contemplated under this Agreement, nor assign any interest in this Agreement, without the prior written approval of the Town and subject to such conditions and provisions as the Town may deem necessary or desirable in its sole discretion. The Contractor shall be responsible for the performance of all subcontractors and no such subcontractor shall have any rights or claims against the Town. No subcontractor shall be allowed to perform any Services under this Agreement unless they carry all of the insurances required of the Contractor. The Town may expressly waive or alter the insurance requirement with respect to a particular subcontractor.
- (e) Non-Exclusivity. This Agreement is not exclusive between the Town and the Contractor. The Town, in its sole discretion and without limitation, may retain additional contractors or subcontractors to perform any or all of the Services to be provided under this Agreement. Such services shall be provided independently from this Agreement and under such terms and conditions as the Town and the other contractors or subcontractors may agree to. Nothing in this Agreement shall be construed as limiting the Town's right to retain the services of other contractors.
- (f) Documents. In accordance with Minnesota Statutes, section 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant

to this Agreement are subject to examination by the Town and the Minnesota State Auditor or legislative auditor for a minimum of six years from the expiration date of this Agreement.

- (g) Legal Compliance. The Contractor shall abide by all federal, state and local laws, statutes, ordinances, rules and regulations in its performance of Services and other obligations under this Agreement.
- (h) 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 and Goodhue County.
- (i) 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 unless the part or parts that are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- (j) Town Obligation. All covenants, promises, agreements, and obligations of the Town contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the Town, and not of any governing body member, officer, agent, servant, or employee of the Town in the individual capacity thereof.
- (k) Time is of the Essence. Time is of the essence with respect to each provision of the Agreement.
- (l) Conflict of Interest. Contractor agrees that it will not, during the term of this Agreement, enter into a contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.
- (m) Third Parties. This Agreement does not confer any rights upon any third parties or parties who are not signatories to this Agreement.
- (n) Subcontractor Payments. Pursuant to Minnesota Statutes, section 471.425, subdivision 4a, the Contractor must pay any subcontractors within 10 days of the Contractor's receipt of payment from the Town for undisputed Services provided by the subcontractor. Any undisputed amounts not paid to a subcontractor within 10 days shall be subject to, and the Contractor shall pay, interest of 1-1/2 percent per month. The minimum monthly interest penalty the Contractor shall pay for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

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

STANTON TOWNSHIP

Chairperson

By: _____

Attest:

Town Clerk

Its: _____

Date

Date

EXHIBIT A
Request for Quotes

[attached hereto]

EXHIBIT B
Stanton Township Snowplowing Policy

[attached hereto]

EXHIBIT C
Contractor's Quote

[attached hereto]