
Snow Plowing and Sanding Contract

For season dated: September 1, 2021-August 31, 2023



**BECKER TOWNSHIP, SHERBURNE COUNTY, MINNESOTA
12165 Hancock Street, PO Box 248, Becker, MN 55308**

T: 763.261.5301 F: 763.261.5303 Email: clerk@beckertownship.org

SNOW AND ICE CONTROL SERVICES AGREEMENT

This Agreement, for Snow Removal and Ice Control (the “Agreement”), is between

Becker Township, PO Box 248, 12165 Hancock Street, Becker, MN 55308 (“TOWN”),

and

For the time period beginning September 1, 2021 and ending August 31, 2023

WHEREAS, this AGREEMENT includes:

- Appendix A: Becker Township’s Snow and Ice Control Policies
- Exhibit B: Vendor Pricing
- Exhibit C: Sample Work Ticket
- Exhibit D: Town Map

Both parties agree as follows:

1. SERVICES

- A. CONTRACTOR agrees to perform the following service(s) according to the following timelines or schedule and as described in Becker Township’s Snow and Ice Control Policies [Appendix A], Vendor Pricing, (“Exhibit B”), Sample Work Ticket (“Exhibit C”), and Town Map (“Exhibit D”) which are attached and incorporated into this Agreement by reference.
- B. All Services provided by CONTRACTOR under this Agreement must be performed to TOWN’s satisfaction, as determined at the sole and reasonable discretion of TOWN’s authorized representative.
- C. 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. Contractor agrees that the work will be performed by adequately trained and experienced personnel.

2. PAYMENT FOR SERVICES

- A. 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. Payment(s) to CONTRACTOR for services provided under this Agreement shall be as described in Appendix B, Schedule of Quotations/Bids.
- B. Payment for Services shall be made directly to CONTRACTOR after completion of the Services and submission of an invoice and supporting documents in a form meeting all Town and State standards. TOWN agrees to pay CONTRACTOR within thirty (30) days of the receipt of the invoice.
- C. Invoices to be honored for work completed must be typed and presented to the Township no later than noon on the 10th of each month of a Regular Town Board Meeting. Invoices received after this time frame for each individual Snow Event or Ice Control/Management Event will be reviewed by TOWN and may be subject to refusal of payment or partial payment by TOWN to CONTRACTOR.
- D. CONTRACTOR agrees to provide all “load tickets”, work tickets (See Exhibit C), and/or receipts to TOWN with each invoice submitted if load charges or supplies are applicable to the submitted invoice.
- E. Payments are not subject to penalties, late fees, or interest charges.

Invoices, load tickets, road work tickets, and receipts may be:

Emailed to:

Clerk@beckertownship.org

OR Mailed to:

Becker Township
PO Box 248
Becker, MN 55308

OR Delivered during office hours to:

Becker Township
12165 Hancock Street
Becker, MN 55308

3. TERM OF THE AGREEMENT

CONTRACTOR agrees to furnish Services to TOWN commencing September 1, 2021 and terminating August 31, 2023, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

4. COST OF THE AGREEMENT

CONTRACTOR shall be paid according to the attached Vendor Pricing (Exhibit B) provided the appropriate Time Tickets accompany billing.

5. INSURANCE

With respect to the Services provided pursuant to this Agreement, CONTRACTOR agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

Limits

A. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	2,000,000
Personal and Accident Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

B. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
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If CONTRACTOR is based outside the State of Minnesota, coverage must comply with Minnesota law. In accordance with Minnesota law, if CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.

Employer's Liability. Bodily injury by:

Accident—Each Accident	500,000
Disease—Policy Limit	500,000

	Disease—Each Employee	500,000
C.	Professional Liability—	
	Per Claim	1,500,000
	Aggregate	2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.
- B. The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.
- C. CONTRACTOR shall not commence work until it has obtained required insurance. CONTRACTOR must submit certificates of insurance to TOWN upon request.
- D. Duty to Notify. CONTRACTOR shall promptly notify TOWN of any claim, action, and cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the Services contained in this Agreement. CONTRACTOR shall also notify TOWN whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or TOWN, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the Services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

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.

6. EQUIPMENT REQUIREMENTS

- A. The CONTRACTOR shall be required to furnish sufficient equipment to accomplish the contract work. An inventory list of the equipment to be furnished for the season shall be provided by the CONTRACTOR to the Town prior to the beginning of the winter season, but no later than the beginning of the winter season. The contract shall list any equipment owned, leased or subcontracted that may be used for snow removal.

- B. The CONTRACTOR shall be solely responsible for all maintenance, readiness and operation of all equipment. If the CONTRACTOR takes a piece of equipment out of service, they are required to notify the Road Supervisor (or clerk) of the Town of Becker immediately and indicate what the comparable replacement equipment shall be. The Town will not be responsible for repairs/replacement of parts or equipment that fails or is in disrepair during the period the vehicle/equipment is made available for the Town's needs.
- C. In the event that any and/or all of the CONTRACTOR's equipment becomes inoperable or unavailable, the CONTRACTOR shall hire additional replacement equipment, and any necessary operators at the CONTRACTOR's expense. If the CONTRACTOR fails to do so, the Town may, at its option, hire equipment and operators, as it deems necessary. The cost of such expense shall be deducted from the Contract payments. If such cost exceeds payments due to the CONTRACTOR, then the cost shall be charged to the CONTRACTOR.
- D. The equipment furnished under this agreement shall be in accordance with the Town's specifications for its type and intended use and shall fully comply with any and all applicable Federal CDL and Motor Vehicle Laws of the State of Minnesota.
- E. All equipment must be equipped with adequate warning and flashing lights to insure the vehicle and the operator of safe lighting protection as outlined by the Department of Motor Vehicles (MN DOT) for the operation of on-road construction equipment.
- F. At the Town's discretion, the Town reserves the right to require a properly maintained GPS in each vehicle during the term of this agreement.
- G. All vehicles assigned to Township activity shall have a 'work sheet' [see Appendix C for sample] assigned to the vehicle where the driver shall enter pertinent details such as streets plowed, times of work and down time.
- H. The Township reserves the right to inspect equipment to be sure it is available, operable and being properly maintained. The Township shall have the right to require the CONTRACTOR to meet these specifications or the Township will replace them.

7. SNOW PLOWING COMMUNICATIONS/REPORTING REQUIREMENTS

During the course of snow plowing, the CONTRACTOR shall immediately notify the Town when any of the following occurs:

- A. Injury to any person or damage to other vehicles or property
- B. A street that cannot be plowed, reporting the reason(s)

CLAIMS FOR DAMAGES: CONTRACTOR shall take necessary precautions to protect persons, property, and equipment from injury and damages. CONTRACTOR shall repair or replace damaged items/areas as a result of CONTRACTOR's work activity. Repairs and replacements shall be to the TOWN's satisfaction; CONTRACTOR shall assume all repair and replacement costs.

If an item is damaged and that item is within the TOWN's right of way, and the item was properly installed according to Township Standards:

1. Properly installed mailbox, driveway, or signage, items shall be repaired/replaced.
2. If the item damaged is grass, it shall be repaired to a state of acceptable grade as determined by the Town Board.
3. Sprinkler heads and improperly installed items are not to be placed in the TOWN's right of way and will not be repaired/replaced.

8. INDEMNIFICATION

Any and 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.

9. INDEPENDENT CONTRACTOR

CONTRACTOR shall select and will be responsible for the means, method, and manner of performing the Services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of TOWN for any purpose. CONTRACTOR is and shall remain an independent contractor for all Services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing Services under this Agreement. Any personnel of CONTRACTOR or other persons while engaged in the performance of any work or Services required by CONTRACTOR will have no contractual relationship with TOWN and will not be considered employees of TOWN. TOWN shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be

entitled to any compensation, rights, or benefits of any kind from TOWN, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

10. DEFAULT

The occurrence of any of the following shall constitute default by CONTRACTOR and, if not corrected within 10 days of Town providing CONTRACTOR notice of the default, shall allow Town to terminate the Agreement:

- A. Failure to adequately perform or deliver the required services
- B. Failure to follow the specifications or standards established by this Agreement including the attached Appendix and Exhibits
- C. Failure to perform or complete the services in a timely fashion as established by the Town
- D. If applicable, failure to provide the required bonds or other security acceptable to Town before starting any work
- E. Bankruptcy
- F. Making a material misrepresentation
- G. Persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction
- H. Failure to make satisfactory progress towards completion of this Agreement
- I. Failure to perform any other material provision of this Agreement

Town may lawfully terminate the Agreement if, after providing CONTRACTOR 10 days' notice of the default, CONTRACTOR does not correct the situation. Upon default of this Agreement by CONTRACTOR, Town may withhold any payment due CONTRACTOR for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Town.

11. CANCELLATION

- A. This Agreement may be canceled without cause by TOWN upon thirty (30) day's written notice.

- B. In the event the agreement with CONTRACTOR is terminated, the CONTRACTOR will work with TOWN and any new CONTRACTOR to ensure the exit of TOWN'S services does not impact the TOWN. All services will stay in effect, under the agreed upon SLA agreements, until the new CONTRACTOR has been transitioned and is ready to fully take over service and support for TOWN.
- C. If CONTRACTOR is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it disregards any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if it refuses or fails, except in cases for which extension of time is provided, to furnish commodities and services in accordance with the requirements of the AGREEMENT or within the time limits contained in the AGREEMENT, or otherwise is guilty of a violation of any provision of the AGREEMENT, then TOWN may, without prejudice to any right or remedy may give CONTRACTOR seven (7) days written notice to terminate the AGREEMENT.
- D. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then delivered and Accepted Deliverables/Milestones pursuant to the terms expressly set forth in Section 1 of this Agreement. In the event CONTRACTOR has performed work toward a Deliverable that TOWN has not Accepted at the time of cancellation or termination, CONTRACTOR hereby expressly acknowledges and agrees that CONTRACTOR shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth herein.

12. RIGHTS AND REMEDIES

- A. Default or breach of this Agreement by CONTRACTOR shall entitle Town to seek all remedies under law and as provided by this Agreement. In the event this Agreement is terminated by reason of default by CONTRACTOR, Town may recover the necessary costs of termination, including but not limited to, administrative, engineering fees, attorney's fees and legal costs, from CONTRACTOR. Except when caused by uncontrollable circumstances, if CONTRACTOR fails to meet any performance deadlines established by this Agreement, or fails to perform in accordance with the specification, terms, and conditions of this Agreement, Town shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from CONTRACTOR is complete. Town may deduct as damages from any money due or coming due to CONTRACTOR the differences between CONTRACTOR's price and the higher price or the costs of temporary items. Town may require CONTRACTOR, at CONTRACTOR's sole expense, to re-perform any items of work provided for in this Agreement that do not meet the established specifications, standards, or Town directives.

- B. Time is an essential element of the Agreement. If the CONTRACTOR fails for any reason, excepting delays caused by uncontrollable circumstances, to provide services or complete a project before the date(s) as set forth in the Agreement documents, it is hereby agreed that Town shall have the right to deduct as liquidated damages from any money or monies due or coming due to the CONTRACTOR an amount equal to \$200.00 per day for each and every calendar day after the Agreement completion date during which the particular item of the Agreement remains unfulfilled. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by Town.
- C. Any remedies available to Town are cumulative and not exclusive. The seeking or exercising by 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.

13. MERGER AND MODIFICATIONS

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

1. PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS, ETC.

- A. Unless otherwise provided in the specifications, CONTRACTOR, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the AGREEMENT.
- B. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in connection with this Agreement.
- C. CONTRACTOR shall give all notices required under law, ordinance, rule and regulation.
- D. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work, including regulation of the Occupational Safety and Health Administration (OSHA) and other governing agencies. TOWN reserves the right to require CONTRACTOR to take appropriate action to ensure safety and code compliance.
- E. CONTRACTOR shall maintain a written code of conduct for all persons working on

TOWN projects.

2. 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.

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work, including regulation of the Occupational Safety and Health Administration (OSHA) and other governing agencies. TOWN reserves the right to require CONTRACTOR to take appropriate action to ensure safety and code compliance.

3. SUBCONTRACTING AND ASSIGNMENTS

A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to TOWN for all covenants, agreements and obligations contained in the contract documents. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the Services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of TOWN. CONTRACTOR shall not subcontract this Agreement and/or the Services to be performed, whether in whole or in part, without the prior written consent of TOWN. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual Services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's Services be performed in accordance with the terms and conditions specified. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors

B. 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. 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.

4. GOVERNING LAW

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.

5. 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.

THIS SECTION INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWING

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

[VENDOR NAME]

CONTRACTOR certifies that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR.

Becker Township

By:

Signature

Brian Kolbinger

Printed Name

Chair, Becker Town Board

Printed Title

Date

Date

Attest

Lucinda Messman, Town Clerk

Date

Appendix A

Township snow and ice control policy

Policy: Snow and Ice Control

Revision Date: May 20, 2019

PURPOSE

In developing this policy for how to best undertake snow and ice control activities in the Town, the Board has to balance a number of factors including, but not limited to public safety, the cost effective allocation of resources, maintaining an efficient transportation system, facilitating the delivery of emergency services, protecting the environment and minimizing damage to real and personal property.

POLICY

I. TOWN ROADS THAT ARE SNOWPLOWED

Unless closed because of a snow emergency, or unless subsequently identified as a town road that will be closed during the winter months or when such roads are reasonably impassible, all town roads will normally be snowplowed by the Town.

II. TOWN ROAD SNOWPLOWING PRIORITIES

The Contractor(s) hired by the Town to plow the town roads shall have the authority to determine, in said Contractor's sole discretion, the order in which the town roads will be plowed, and will determine such order and priority in such a manner as to provide for the most efficient and effective snowplowing as possible, in order to preserve the Town's limited resources. This priority order of plowing may vary from time to time, as determined to be appropriate by the Contractor.

III. EMERGENCY RESPONSE VEHICLE ASSISTANCE

If emergency services agencies request snow removal to assist response to an emergency situation, reasonable efforts will be made to accommodate the request.

IV. WHEN SNOWPLOWING BEGINS

Snow and ice control operations are expensive and involve the use of limited resources. Consequently, operations will normally not begin until the snow has stopped falling or until such a volume of snow has accumulated. The Contractor, with input from the Road Supervisor as needed, shall use the following criteria when determining when to begin snow and ice control operations:

- An evaluation of the immediate and anticipated weather conditions.
- The likely effectiveness of operations.
- Safety of employees.
- The likelihood of unreasonable risk of damage to equipment.
- Severe ice or snow conditions that seriously affect travel.
- Time of snowfall in relation to heavy use of the roads.
- Snow accumulation of two (2) or more inches.

V. WHEN SNOWPLOWING WILL BE DELAYED OR SUSPENDED

Snow and ice control operations will be conducted only when weather conditions do not endanger the safety of operators and pose an unreasonable risk of damaging equipment. Once initiated, operations will be suspended if conditions deteriorate to the point that operations become unsafe for operators because of factors including, but not limited to, severe cold, significant winds, limited visibility, accumulation of ice, or rapid accumulation of snow. Operations will also be delayed or suspended if existing or anticipated conditions indicate the operations will not be effective.

Except in emergencies, snowplow operators shall not work more than twelve hour shifts and shall not operate equipment for more than twelve hours during a shift.

VI. HOW SNOW WILL BE PLOWED

Snow will be plowed in a manner which is the most efficient for the Contractor and the least costly to the Town. The Contractor will endeavor to plow in a manner as to minimize traffic obstructions. Snow will normally be plowed from the center of the road first. Then snow will be pushed from left to right until at least the main traveled portion of the road has been cleared. On narrow roads, snow may be plowed from one side to the other. Snow will normally be discharged to the sides of the road unless it is determined that the snow should be hauled to another location for storage. Because of limited resources and restrictions on the use of salt, blacktopped roads will not usually be cleared down to bare blacktop.

In the event of equipment failure, extreme snowfall, or other unanticipated events including the availability or need to rest snowplow crews, deviation from these standards may be appropriate.

Snow will be plowed as close as practicable to mailboxes located in the road right-of-way. It shall be the responsibility of property owners to clear snow from and around their mailboxes to enable mail delivery.

Snowplowing unavoidably results in snow being deposited on driveways and approaches. Because the Town does not have the resources available for it to clear the ends of driveways and approaches, it is the responsibility of land owners to remove snow from their driveways and approaches. It is unlawful for property owners to plow snow across or deposit snow upon public rights-of-way. Minn. Stat. §§ 160.2715; 169.42, subd. 1.

VII. SANDING AND SALTING

The Town must consider the cost, environmental impact, public safety, and availability of staff and equipment when deciding if, when, and to what extent to apply sand and/or salt. Furthermore, the state legislature has imposed the following limitations on the use of salt by road authorities:

“In order to: (1) minimize the harmful or corrosive effects of salt or other chemicals upon vehicles, roadways, and vegetation; (2) reduce the pollution of waters; and (3) reduce the driving hazards resulting from chemicals on windshields; road authorities, including road authorities of cities, responsible for the maintenance of highways or streets during periods when snow and ice are prevalent, shall utilize such salt or other chemicals only at such places as upon hills, at intersections, or upon high speed or arterial roadways where vehicle traction is particularly critical, and only if, in the opinion of the road authorities, removal of snow and ice or reduction of hazardous conditions by blading, plowing, sanding, including chemicals needed for free flow of

sand, or natural elements cannot be accomplished within a reasonable time.” Minn. Stat. § 160.215.

To the extent sand and salt is applied, priority will be given to the following areas in the order listed:

- 1.) Hills, controlled intersections, bridges, and curves
- 2.) Major arterial and collector streets
- 3.) School zones
- 4.) Bus routes
- 5.) Commercial areas
- 6.) Residential areas
- 7.) Rural areas.

VIII. SNOW STORAGE

Collecting, hauling, and storing snow is expensive, requires special equipment, is labor intensive, and interferes with traffic while it is being performed. As such, snow will only be hauled and stored elsewhere when it is necessary to keep a road reasonably open and passable. If snow is hauled, it will only be stored on public land or on private property with the expressed written permission of the owners. To the extent possible, when snow containing salt is hauled it will be stored away from public waters.

IX. SNOWPLOWING OF PRIVATE PROPERTY

The Town will not provide for the snowplowing or sanding of private property except when requested to do so by law enforcement to provide access for emergency vehicles responding to an emergency. If private property is used with the written permission of the owner to turn around equipment or to store snow, the Town may snowplow the private property as needed to accommodate the Town’s use of the land.

X. OBJECTS WITHIN TOWN ROAD RIGHTS-OF-WAY

Town road rights-of-way are governed under the authority of the Town, and for the benefit of the public. It is the policy of the Town to place the highest priority upon keeping the roadways reasonably clear of snow and ice, and to hold property owners primarily responsible for placing their private property out of harm’s way. The Town’s snow and ice control operations are performed by independent contractors upon the rights-of-way in furtherance of the public’s interest in maintaining clear roads for travel. It is unlawful for any person to place within the right-of-way any personal property that may obstruct the Town’s snow removal efforts. It is the responsibility of owners to keep the road rights-of-way clear of vehicles, trailers, trash cans and other items of personal property in order to facilitate the proper snow and ice control operations. If an owner fails to keep the road clear of personal property, the owner will be subject to penalty as described in the Township Right of Way Ordinance(s). The Town Board or the Contractor may have the item towed or removed from the right-of-way at the owner’s expense.

Neither the Town nor the Contractor shall be responsible for damage to any personal property that is left in the right-of-way during snow removal operations. Nor shall the Town or the Contractor be responsible for damage resulting from snow removal operations to any lawn, landscaping, sod, plantings, buildings or other real property improvements that are located in the right-of-way. While reasonable efforts will be made to avoid damaging private property, snow and ice control operations may result in damage to the property of others.

If a property owner's mailbox is damaged as a result of snowplowing equipment, such damages will only be considered for compensation if the mailbox was physically struck by the snowplowing equipment, and if the mailbox was properly installed and was of a type in conformity with the standards specified by Becker Township.

XI. PARKING DURING AND AFTER SNOW EVENTS

Any motor vehicle or parts thereof left on any road or within improved rights-of-way in the Town in such a way as to impede the performance of the Township, City, County, and/or State snowplows shall be subject to penalty, as described in The Town Parking Ordinance.

XII. COMPLAINTS AND REQUESTS FOR FURTHER SERVICES

Complaints and requests for further services regarding snow and ice control should be directed to the Town Clerk. If the Contractor is aware of complaints or requests for additional services, it shall forward such complaints or requests to the Town Clerk for Town Board for consideration.

XIII. REVIEW OF POLICY

The Board may periodically review and amend this policy, taking into consideration any changed conditions, new circumstances any complaints or comments received, and the experience learned from undertaking snow and ice control procedures.

Prepared by: Lucinda Messman

Reviewed by: Kelli Bourgeois Township Attorney,

APPROVED THIS 20TH DAY OF MAY 2019

BECKER TOWN BOARD

Brian Kolbinger, Chair
Brad Wilkening, Vice Chair
Luke Babler
Joe Danielson
Gary Gilbert

Attest: Lucinda Messman, Clerk

Exhibit B
Vendor Pricing

PLOW TRUCKS		
Year	Gross Vehicle Weight	Rate Per Hour (including operator)
Make	Wing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Model	Underbody Blade(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Upcharge for underbody blade? Indicate if yes, else leave blank
Plow Size	Sander? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Year	Gross Vehicle Weight	Rate Per Hour (including operator)
Make	Wing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Model	Underbody Blade(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Upcharge for underbody blade? Indicate if yes, else leave blank
Plow Size	Sander? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Year	Gross Vehicle Weight	Rate Per Hour (including operator)
Make	Wing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Model	Underbody Blade(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Upcharge for underbody blade? Indicate if yes, else leave blank
Plow Size	Sander? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Make	Wing? <input type="checkbox"/> Yes <input type="checkbox"/> No	Upcharge for underbody blade? Indicate if yes, else leave blank
Model	Underbody Blade(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Plow Size	Sander? <input type="checkbox"/> Yes <input type="checkbox"/> No	

SALT/SAND MIXTURE			
All Rates include Operator	20% Salt/Sand	50% Salt/Sand	100% Salt
Salt/Sand Mixture – while plowing			
Salt/Sand Mixture – without plowing			

MOTOR GRADER				
Year	Make	Model	Horse Power	Rate per Hour Includes Operator

LOADER				
Year	Make	Model	Horse Power	Rate per Hour Includes Operator

OTHER EQUIPMENT					
Year	Make	Model	Horse Power	Gross Vehicle Weight	Rater per Hour Includes Operator

ESTIMATED TIME AND MATERIALS	
Estimated time frame, in hours, required to clear a one inch (1") snowfall from the entire township (approximately 69.5 miles)	

Bidder acknowledges reading and understanding the Contract and Town Snow and Ice Control Policy.

This proposal dated this ____ day of _____, 2019.

Company Name: _____

(Corporate Seal)

By: _____

Title: _____

Exhibit C Sample Work Ticket

Exhibit C: Time Ticket

Becker Township Road Work Ticket

Contractor (Name, Address, Phone): _____

DATE: ___/___/___ Contractor's Employee Signature: _____

Contractor instructions:

- If snowplowing, be sure to indicate if sanding while plowing or if spreading sand without plowing in the Kind of work column.
- If working in one of the new subdivisions, be sure roads and subdivision are specifically named.
- If multiple pieces of equipment are used, please have a form for each of your employees on the job site.
- Do not forget to have all forms signed and dated as Becker Township is unable to pay for work on unsigned or undated forms. Be sure to include the year.

Job Number, Description of Job, name of roads or subdivision where work is being completed	Equipment Used	Kind of Work	Tons of Material used.	Hours

SIGNATURE:

Exhibit D Township Map

