

Call for Sealed Bids Winter Road Maintenance Town of Big Lake

This is a new call for bids. The Town has rejected all bids received under its previous call for bids, and bids submitted under that call will not be considered. The Town of Big Lake is seeking contractors to perform WINTER ROAD MAINTENANCE services. Sealed bids will be received by the Town of Big Lake until 10:00 AM, on Tuesday October 27, 2026 at the Town Hall, located at 21960 County Road 5, Big Lake, Minnesota.

Bids will be opened at 11:00AM on Tuesday October 27, 2026. The Town Board will consider bids during the October 28, 2026 regular meeting. Meeting commences at 6:00PM.

Each bid must be submitted in a sealed envelope, addressed to the Town Clerk. Each sealed envelope must be plainly marked on the outside **"Bid for Winter Road Maintenance"** and should bear the name of the bidder. If sent via USPS mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

Town Clerk
P.O. Box 75
Big Lake, MN 55309

All bids shall be submitted on the bid form provided. Fill all spaces for equipment you are providing.

Bids may be rejected if they contain any omissions, alterations of form, or irregularities. The contract will be awarded to the lowest responsible bidder under Minn. Stat. § 365.37. The work is divided into Area 1 and Area 2, as shown on the plow route map. The Board may award each Area separately to the lowest responsible bidder for that Area, and may therefore contract with more than one vendor. The lowest bid for each Area will be determined from the bidder's base hourly rates using the evaluated price method in Section 15 of the Town's Winter Road Maintenance Contract, which is included with these bid documents. The Board reserves the right to reject any or all bids and to waive informalities. In determining whether a bidder is responsible, the Board will consider the factors stated in the bid documents, including the bidder's equipment, personnel, experience, past performance, insurance, and ability to perform the work.

Contract term and pricing. The contract term is one year, from the date the contract is signed through April 14, 2027 (the 2026–27 snow season), with no renewal. Hourly rates bid are fixed for the full term. The only price adjustment allowed is the fuel surcharge in Section 7(b) of the contract, which applies only when the Minnesota state average retail price of diesel fuel published by AAA exceeds \$6.45 per gallon. Do not attach a fuel surcharge schedule or any other surcharge, escalation, price adjustment, or condition; a bid that does so may be rejected.

The successful bidder must sign the Town's Winter Road Maintenance Contract, in the form included with these bid documents, and deliver the required certificate of insurance within 10 days after notice of award.

Equipment rates are to be on an hourly basis and payment will be only for hours operated on town roads, necessary travel within the township between plow routes, and necessary travel for the purpose of obtaining materials outside the town. All equipment rates **shall include operators labor** and all costs to operate equipment.

All work shall be done at such times and quantities as directed by the board. There shall be no rental due on equipment not used to service the town's snow removal or ice control needs.

Equipment shall be in good working condition. In case of breakdown, the town will not be obligated to pay for down time.

A certificate of insurance with a minimum of the State's Tort limit (currently \$1.5 million), for worker's compensation, vehicle and general liability must be furnished by the contractor to the town clerk before work commences.

Failure to perform in a timely and satisfactory manner shall be sufficient cause to terminate contract.

Properly executed claim forms received in the town clerk's office, by the Monday prior to regularly scheduled board meetings (2nd Wednesday and 4th Wednesday of each month, shall be paid at said meeting.

For information call the town clerk at (763) 263-8111 or email info@biglaketownship.com.

BID RATE FORM

Winter Road Maintenance Town Roads

I. Indicate which area(s) shown on the plow route map, for which you are bidding:

Area 1 ☐ Area 2 ☐ Areas 1 & 2 ☐

If you check "Areas 1 & 2," your rates below apply to each Area, and the Town may award you either or both Areas unless you state here that your bid is conditioned on award of both Areas:

Bids for each Area will be compared on evaluated price (estimated hours per snow event × hourly rate, for each equipment category), as stated in Section 15 of the Town's Winter Road Maintenance Contract, using the estimated hours listed there. Enter a rate for every equipment category that has estimated hours for the Area(s) you bid; a bid that omits such a category is not responsive.

II.	Loader/Motor Grader					Hourly Rate
	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>HP</u>	\$	<u>(incl. labor)</u>
1.	_____	_____	_____	_____		_____/hr

III.	Plow Trucks		Wing	Belly Blade		Hourly Rate
	<u>Year</u>	<u>Make</u>	<u>Cu.Yds</u>	<u>(Y/N)</u>	<u>(Y/N)</u>	<u>(incl. labor)</u>
1.	_____	_____	_____	_____	_____	\$ ____/hr
2.	_____	_____	_____	_____	_____	\$ ____/hr
3.	_____	_____	_____	_____	_____	\$ ____/hr
4.	_____	_____	_____	_____	_____	\$ ____/hr
5.	_____	_____	_____	_____	_____	\$ ____/hr
6.	_____	_____	_____	_____	_____	\$ ____/hr

IV.	Pickup Trucks		De-ice Spreader		Hourly Rate
	<u>Year</u>	<u>Make</u>	<u>GW</u>	<u>(Y/N)</u>	<u>(incl. labor)</u>
1.	_____	_____	_____	_____	\$ ____/hr
2.	_____	_____	_____	_____	\$ ____/hr
3.	_____	_____	_____	_____	\$ ____/hr
4.	_____	_____	_____	_____	\$ ____/hr
5.	_____	_____	_____	_____	\$ ____/hr
6.	_____	_____	_____	_____	\$ ____/hr

V.	Loader/Skid Loader		Hourly Rate
	<u>Year</u>	<u>Make</u>	<u>(incl. labor)</u>
		<u>Cu.Yds</u>	
1.	_____	_____	\$ ____/hr
2.	_____	_____	\$ ____/hr
3.	_____	_____	\$ ____/hr
4.	_____	_____	\$ ____/hr

The Town purchases ice control product (80/20 – sand/salt) through Plaisted.
 USE FOLLOWING LINE ONLY IF YOU WISH TO PROVIDE PRICE FOR ICE CONTROL PRODUCT

VI. ☐ Ice Control Product (____/____ – Sand/Salt Mixture) \$ _____ ☐ton ☐cu.yd
 **** MINIMUM ratio salt/sand mixture requirement is 80/20 (check one)

***** RETURN THIS SHEET *****

Bidder acknowledges reading and understanding the special provisions, the Call for Sealed Bids, the Town Snow and Ice Control Policy, and the Town's Winter Road Maintenance Contract, and agrees that, if awarded, it will sign the contract in that form. Rates bid are fixed for the one-year contract term, subject only to the fuel surcharge in Section 7(b) of the contract.

This proposal dated _____

Company Name: _____

By: _____ (Corporate Seal)

Title: _____

Contact Informaton

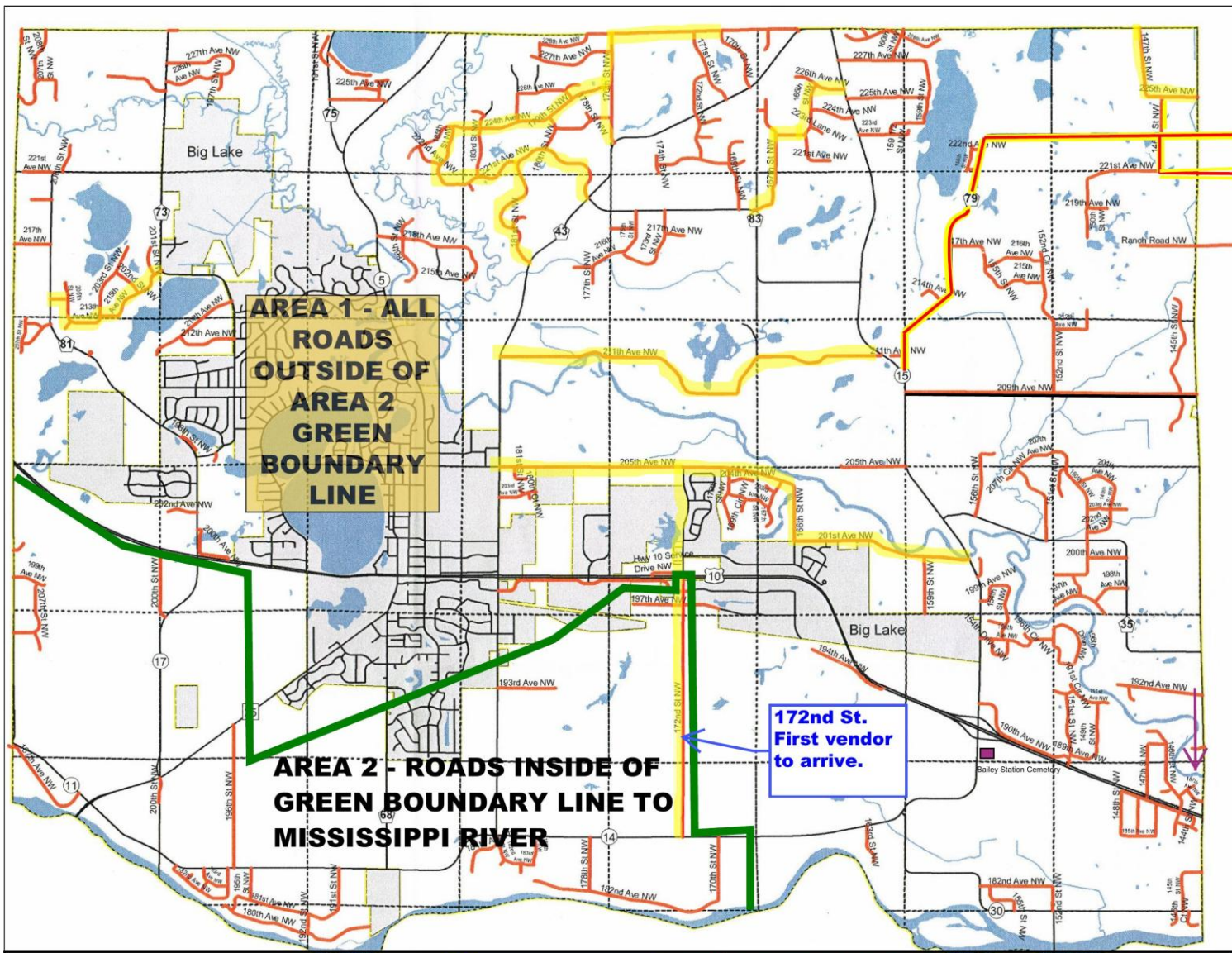
Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Phone: _____ (business) Other/cell: _____

***** RETURN THIS SHEET *****



PLOWING & ICE CONTROL ROAD PRIORITY LIST

Priority One Town Roads

Collector Roads as follows:

- 201st Avenue – between CSAH 15 and 166th Street
- 205th Avenue – between County Road 43 and 166th Street
- Old County Road 79 – between CSAH 15 and County Road 32
- 211th Avenue – between CSAH 15 and County Road 43
- 229th Avenue – between 170th Street and 176th Street
- 172nd Street – between CSAH 14 and 205th Avenue
- 176th Street – between County Road 43 and 229th Avenue

Hilde's Addition and Mete & Bounds:

225th Avenue, 146th Street & 147th Street 221st Avenue – between Elk River City limits and Orrock town line

Knick Knack Knoll and

Meadowlands: 221st Avenue, 224th Avenue, 225th Avenue, 180th Street, 181st Street and 185th Street

Oakwood Hills and Metes & Bounds:

226th Avenue west of CSAH 15 to 165th Street; 165th Street between 226th Ave and 223rd Avenue; 223rd Avenue between 165th Street and 167th Street; 167th Street south of 223rd Avenue to County Road 83 Wild Run: 215th Avenue west of County Road 73 to 203rd Street; 213th Avenue between 203rd Street. & 205th Street; 205th Street between 213th Avenue & 214th Avenue; 214th Avenue between 205th Street & County Road 8.

Priority Two Town Roads

- Residential Streets in Plats
- Non-collector roads

Priority Three Town Roads

- All Cul-de-sacs

CONTRACT FOR SNOW PLOWING

This agreement is made and entered into between Big Lake Township, Sherburne County, Minnesota, 21960 County Road 5, a public corporation, hereinafter referred to as “Town”, and [CONTRACTOR NAME], hereinafter referred to as “Contractor”.

In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

1. **Service(s) Provided.** Contractor agrees to perform the following service(s) according to the following timelines or schedule:

Snow and Ice Control on Town Roads in Area _____
as shown on EXHIBIT A (Plow Route Map), including, if Area 1 is awarded, Bailey Station Cemetery and the town hall parking lot (both located in Area 1)

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. Town has the right to inspect and may reject any equipment provided by Contractor under this Agreement that, in the Town’s determination, fails to satisfy the established specifications or performance standards. The Call for Sealed Bids, the bid form and specifications, Contractor’s completed Bid Rate Form attached as EXHIBIT B, the plow route map attached as EXHIBIT A, and the Town’s Snow and Ice Control Policy in effect on the bid date hereby are made part of this contract. If there is a conflict between this Agreement and any of those documents, this Agreement controls.
3. **Term.** The service(s) called for by this Agreement shall commence on the date this Agreement has been signed by both parties and shall end on April 14, 2027 (the 2026–27 snow season). This Agreement does not include any option to renew or extend.
4. **Insurance.** Contractor shall maintain during the entire term of this Agreement the following insurances with a minimum coverage set by MN Statute Section 466.04 and provide Town a certificate of insurance showing such coverages before providing any services under this Agreement. Current limits are set at the following amounts:
(1) Commercial general liability insurance coverage with a policy limit of at least \$1,500,000 per occurrence; (2) Business automobile liability coverage with a total liability limit of at least \$1,500,000; and (3) Workers’ compensation insurance. The policy(ies) shall name the Town of Big Lake as an additional insured.
5. **Indemnification, Hold Harmless, and Defend.** 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.

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 withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Town and shall not be eligible for workers' compensation or unemployment benefits. 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. Payment(s) to Contractor for services provided under this Agreement shall be as follows:

(a) **Rates.** Contractor will be paid at the hourly rates stated on its Bid Rate Form attached as EXHIBIT B, which are fixed for the term of this Agreement. Payment is only for hours equipment is operated on Town roads, necessary travel within the Town between plow routes, and necessary travel to obtain materials outside the Town. The rates include the operator's labor and all costs to operate the equipment. No payment is due for equipment not used for the Town's snow removal or ice control needs, or for downtime due to breakdown. Except for the fuel surcharge under subsection (b), no surcharge, escalation, or other increase applies, whether stated on a bid, an invoice, or otherwise. Billing at a different rate, or payment by the Town of such a bill, does not change the rates, and the Town may recover, or set off against later payments, any amount paid in excess of the rates under this Agreement.

(b) **Fuel Surcharge.** The hourly rates are based on a Fuel Index of \$6.45 per gallon or less. For any week (Monday through Sunday) in which the Fuel Index exceeds \$6.45 per gallon, each hourly rate for work performed that week will be increased by one percent (1%) for each full or partial seven cents (\$0.07) by which the Fuel Index exceeds \$6.45. For example, a Fuel Index of \$6.46 through \$6.52 results in a 1% surcharge, \$6.53 through \$6.59 a 2% surcharge, \$6.60 through \$6.66 a 3% surcharge, and so on. No surcharge applies for any week in which the Fuel Index is \$6.45 or less. "Fuel Index" means the Minnesota state average retail price of diesel fuel per gallon published by AAA (currently at gasprices.aaa.com, Minnesota) for the Monday of that week, as recorded by the Town Clerk. If AAA does not publish that figure for a Monday, the most

recent figure published before that Monday applies. If AAA stops publishing a Minnesota average diesel price, the Town Board will designate a comparable published average retail diesel price for Minnesota or the Midwest, and the \$6.45 threshold will be adjusted by the difference between the two published prices for the most recent week both were available. The surcharge applies only to the hourly equipment rates and not to ice control product or any other item. Contractor shall show the surcharge as a separate line on each claim, with the Fuel Index used for each week. The Town Clerk's record of the Fuel Index controls absent manifest error.

8. **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: (1) failure to adequately perform or deliver the required services; (2) failure to follow the specifications or standards established by the Agreement; (3) failure to perform or complete the services in a timely fashion as established by the Town; (4) if applicable, failure to provide the required bonds or other security acceptable to Town before starting any work; (5) bankruptcy; (6) making a material misrepresentation; (7) persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; (8) 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 the Town.

9. **Remedies.** Default or breach of this Agreement by Contractor shall entitle Town to seek remedies under law and as provided by this Agreement. In the event Town terminates this Agreement by reason of Contractor's default, Town may recover the necessary costs of termination, including but not limited to, administrative, attorneys 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 from other sources on the open market.

Any remedies available to 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.

10. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by Town and Contractor.
11. **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.

12. **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, they may not perform any work under this Agreement without first providing Town certificates of insurance showing all of the coverages 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. As required by Minn. Stat. § 471.425, subd. 4a, Contractor shall pay interest of 1-1/2 percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10; for an unpaid balance of less than \$100, Contractor shall pay the actual penalty due.
13. **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.
14. **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.
15. **Basis of Award.** This Agreement is awarded under Minn. Stat. § 365.37 to the lowest responsible bidder for the Area(s) stated in Section 1, determined as follows, as provided in the bid documents:
 - (a) **Areas.** Area 1 and Area 2 are bid and awarded separately. A bid marked for "Areas 1 & 2" will be evaluated as a bid for each Area, and the Town may award either or both Areas to that bidder, unless the bid states that it is conditioned on award of both Areas.
 - (b) **Evaluated Price.** For each Area, the lowest bid is the responsive bid with the lowest evaluated price. The evaluated price is the sum, for each equipment category listed below, of the estimated hours for that category multiplied by the bidder's hourly rate for that category. If a bidder lists more than one unit in a category at different rates, the average of those rates is used. Any category with estimated hours greater than zero must be bid, and a bid that omits such a category is not responsive. The estimated hours per snow event for bid comparison, based on the Town's average hours for each Area over the last three snow seasons, are (Area 1 / Area 2):
Loader / Motor grader: 8 hours / 0 hours

Plow trucks: 40 hours / 9 hours
Pickup trucks: 16 hours / 0 hours
Skid loader: 0 hours / 0 hours

These estimated hours per snow event are used only to compare bids and are not a promise of any number of snow events or any amount of work.

(c) Items Not Evaluated. The fuel surcharge under Section 7(b), which applies equally to all bidders, and any price for ice control products are not included in the evaluated price.

(d) Responsibility. In deciding whether the lowest bidder is responsible, the Town Board will consider the factors stated in the Call for Sealed Bids, including whether the bidder's equipment and personnel are sufficient to service the Area in accordance with the Town's Snow and Ice Control Policy.

(e) Nonconforming Bids. A bid that adds any surcharge, escalation, price adjustment, change in scope, or other condition not provided for in the bid documents may be rejected as not responsive.

16. Records and Audit. As provided in Minn. Stat. § 16C.05, subd. 5, Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Town and the State Auditor for a minimum of six years after the end of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2026.

Town

Contractor: [CONTRACTOR NAME]

Town of Big Lake

By: _____
Print Name and Title

By: _____
Chairperson

Signature

Date: _____

Date: _____

Attest: _____
Town Clerk

***** VENDOR BID WILL BE INCLUDED HERE AS PART OF THE CONTRACT *****