

AGREEMENT

The parties, for valuable consideration hereinafter stated, this 7th day of Feb., 2026, by and between the City of Baxter, hereinafter called the "City" and Landwerx, LLC. hereinafter called the "Contractor" agree as follows:

1. The Contractor hereby covenants and agrees to perform and execute all of the provisions in this Contract, and all its attachments which in total comprise the 2026, 2027, and 2028 City-Wide Street Sweeping hereinafter referred to as the "Project". The Contract will expire on October 31, 2028. The City reserves the right to award a one-year contract for 2026 in lieu of the three-year 2026, 2027, and 2028 Project as specified above.

2. The Contractor agrees that the work contemplated in the Project shall be fully and satisfactorily completed within 48 hours (2 calendar days) of notice from the City for the emergency/on-call/MS4 sweeping as specified in item 3. The City will provide a minimum of 72 hour notice for all other sweeping.

3. The Contractor agrees that the work completed in the Project shall include a city-wide sweep in the spring and fall, sweeping for holidays and special events, as well as an additional 25 hours of emergency/on-call/MS4 sweeping violation work. The city-wide street sweepings also include 25 miles of trails that need to be edged at the same time with a gutter/side broom, and parking lots at Berrywood Park (1), Southdale Park (2), Loren Thompson Park (2), Oscar Kristofferson Park (2), Whipple Beach/Boat Landing, Jewelwood Park (1), Clearwater Park (1), Public Works Facility, City Hall, Grand Oaks Drive (2), and for the trail between Grand Oaks Drive and Inglewood Drive.

Maps are provided for holiday and special event sweeping, sweeping of this manner usually consists of 10-20 hours of sweeping per each holiday or event. Special event sweeping includes, but is not limited to, sweeping for the triathlon, sweeping before the national drag races come to town, etc. Three special event sweepings are calculated in the estimated hours under item 9.

4. The Contractor shall abide by the City Code Noise Ordinance. No sweeping shall occur between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. The exception to this is the Contractor shall have the ability to sweep the commercial and industrial districts during these quiet hours.

5. The City will supply sweeping water to the Contractor. The Contractor, and all persons employed to furnish services will be trained to operate hydrants by city staff to obtain the forementioned supplied water.

6. The Contractor shall complete daily sweeping logs, attached hereto, that must be included when submitting invoices before payment is disbursed.

7. The Contractor must dispose of material as it is collected at one of the two City provided locations. The North water tower located at the intersection of Woida Road and Inglewood Drive (15042 Inglewood Drive) or the Public Works Facility located at 6070 Mapleton Road. The City will be responsible for the disposal of the material.

8. The Contractor will be allowed to store their sweeper, which must include a water pickup broom, at the City of Baxter's Public Works Facility. There will be no guarantee that the equipment will have heated storage. The City will have the ability to move the equipment if necessary.

9. The City, upon accepting all work done by Contractor, shall pay Contractor in accordance with the hourly price as indicated in the Contractor's Quote, attached hereto as an exhibit, the hourly rate of which is \$ 145 for 2026, \$ 150 for 2027, and \$ 155 for 2028. The annually estimated hours expected to complete the work are 550 hours with an estimated 750 cubic yards of street sweeping material. The rates will remain for the entire contract unless otherwise specified in the Contractor's Quote.

10. Contractor shall indemnify and hold harmless the City from loss, liability, cost or expense (including reasonable attorney's fees) for bodily injury, death and property damage, but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents or employees, which arise out of work performed under this Project. The foregoing provision shall only benefit the City if the City notifies Contractor in writing of such claim within thirty days of same being reported to the City or its representative. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity or causes beyond Contractor's control.

11. Contractor agrees to maintain in effect during the entire Project insurance for Workers' Compensation with statutory limits, and personal injury and property damage with \$1,000,000 combined single limit liability per occurrence. The City shall be named as an additional insured on said policy. Contractor shall furnish to the City a Certificate of Insurance evidencing such coverage and specifying that thirty days prior notice of cancellation shall be sent to the City.

12. Contractor is an independent contractor, and all persons employed to furnish services hereunder are employees of Contractor and not of the City.

13. This Agreement shall inure to, and bind the successors, assigns, agents and representatives of the parties.

14. This agreement contains the entire Agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified, except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and the attached specifications, the former shall be controlling.

15. This Agreement shall consist of the following attachments:

- a. This Agreement
- b. Certificate of Insurance
- c. MPCA Managing Street Sweepings
- d. City of Baxter Sweeping Map
- e. City of Baxter Noise Ordinance 5-4-2
- f. Baxter Street Sweeping Daily Log - Example
- g. Baxter Street Sweeping Daily Log - Template
- h. Contractor's Quote

CITY OF BAXTER:

By _____
Darrel Olson
Its: Mayor

CONTRACTOR:

By Justin Rudolph
Contractor's name Justin Rudolph
Its: **Title** CEO

ATTEST

By _____
Kelly Steele
Its: Assistant City Administrator / City Clerk