



2019, 2020 & 2021 Lawn Mowing Contract City of Wyoming Request for Proposals

Introduction

The City of Wyoming is currently soliciting sealed bids for mowing certain City of Wyoming Parks, Lift Stations, Wells, and Right of Ways as shown on the attached Maps and Descriptions for the seasons of 2019, 2020 and 2021

Pre-Bid Consultation

City staff will be holding a pre-bid meeting on Tuesday, March 5th 2019 at 10:00 a.m. The meeting will be held at Wyoming City Hall, 26885 Forest Blvd, Wyoming, MN 55092. The purpose of the meeting is to explain bid opportunities for services the City will require with respect to lawn mowing and yard waste cleanup. Contractors that may be able to provide lawn mowing and waste yard clean up are encouraged to attend.

Schedule

Deadline for sealed bids is Tuesday, March 12th, 2019 at 10:00 am. The bid opening of proposals will be immediately after in the council chambers of Wyoming City Hall. Bids can be dropped off at City Hall or mailed to Wyoming City Hall, PO Box 188, Wyoming MN 55092.

Fees for services

Bids must include a rate schedule for mowing services and trimming every cutting. For the purpose of this bid, mowing is to include all of the park area, trimming around posts buildings, trees, in and around play equipment and all types of fences and posts. Contractor will be responsible to properly remove all garbage and debris that may be found while performing the general lawn mowing duties including spring and fall cleanup of leaves and yard waste (branches, twigs, etc.)

One fall cleanup and one spring cleanup will be necessary at the following locations:

City of Wyoming Administrative Offices, Wyoming Library, Ashton Park and Lions Park.

Sealed bid shall include 27 weeks of mowing between April 22 and October 28 of 2019, plus another 27 weeks of mowing between April 20 and October 26 of 2020, plus another 27 weeks of mowing between April 19th and October 25th. The bid should also include a price that the City and Contractor agree, in advance, to modify these dates based on weather conditions. This provision is to allow for flexibility should the City need to reduce the number of weekly mowing due to dry conditions and likewise allow the City to increase the number of weekly mowing due to wet conditions.

Proposal Requirements

Please provide the following information:

1. Statement of the Company's Qualifications
2. Statement of limitations, if any, to provide the services
3. Fee proposal for services. Contractor shall provide these on bid sheet.
4. Any other information you feel would be relevant in evaluating your firm for this work.
5. The Contractor will take care in their work not to damage city property or will be liable for any and all damages. The City of Wyoming will not be held liable for equipment failures due to obstacles on city property
6. **The Contractor will be required to execute and deliver unto the City a Certificate of Insurance for Public Liability, General Liability, Worker's Compensation and Minnesota "no-fault coverage, covering all vehicles and equipment and all operation to be performed by the contractor pursuant to the contract.**
7. Attached to this Request for Bid are the exhibits for the properties to be covered by this request, Form of the Lawn Mowing contract which includes the insurance requirements, and a City of Wyoming map that generally identifies the location of the properties covered under this request for bid.

Additional Requests for Information

Request for additional information should be addressed to Marty Powers, Public Works Superintendent, at 651-462-0580

The City of Wyoming reserves the right to reject any and all proposals. The City will expect the selected proposer to enter into a contract for services that will provide further terms and conditions.

Scope of Services (Parks, Right of Way, Wells and Lift Stations)

Contractor will provide staff able to perform work at the highest standards of horticultural excellence. The City reserves the right to demand the replacement of Contractor's staff who does not meet the City's standards for safety, professionalism, or horticultural knowledge. Lawn care services to be provided by Contractor at each of the locations identified include all of the following. Lawn care services shall be provided for the compensation listed in the Independent Contractor Agreement, and no additional payment shall be provided by the City above and beyond that compensation for provisions of any of the following lawn care services:

1. Turf Mowing

- a. All turf will be mowed with professional quality mulching mowing equipment. Pricing assumes that bagging and removing clippings will be required only when excessive leaf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris. Blades are to be sharpened in order to provide a sharp and clean result. Weed eating primary lawn is not permitted.
- b. Prior to each mowing, remove and dispose of all litter and debris from lawn, i.e. tree limbs, bushes, leaves, grass, cans, paper, plastic and etc., including any unsightly overlay of cut grass on lawn areas.
- c. Formal turf areas shall be mowed per the schedule and maintained at a height of no less than 2-1/2 inches and no more than 3- 1/2 inches.
- d. Mowing shall be along a cutting path that shall allow cutters to transverse 100% of the required mowing area.
- e. Contractor shall alternate mowing direction where feasible every mowing and maintain a uniform lawn height free from scalping. Missed strands of grass or areas not uniformly cut shall be re-cut at no additional cost to the City.
- f. If contractor is in doubt of soil conditions, the contractor is required to contact the City representative.
- g. Clippings will be swept or blown from hardscapes after each mowing.

2. Edging and Trimming

- a. Trim all formal lawn areas that cannot be reached by a mower after each mowing. Areas to be trimmed include any lawn adjacent to playground equipment, fences, tables, poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. After each mowing, clean debris from hardscapes and non-turf landscape areas, remove larger debris.
- b. Mechanically trim all landscape turf edges once a month. Edges include all formal lawn perimeters and tree wells in lawn areas. After each mowing, clean debris from hardscapes and non-turf landscape areas. Remove larger debris.

3. Leaf, Branch and Grass Removal

- a. Keep walks, patios, planting beds, roadway gutters and lawn areas free of leaves based on every cutting throughout the year.
- b. No debris shall enter the City of Wyoming's storm water system at any time.
- c. No debris shall be disposed of in any City provided on-site trash receptacles.
- d. All debris must be removed from the property at the time of service.
- e. In autumn, leaf removal shall occur at each visit as needed to prevent smothering of turf and groundcovers and excessive clumping when mulch mowing. Remove leaves from site only as needed to maintain a neat appearance and the health of the turf.

4. Landscape Debris and Trash Removal

- a. Remove biodegradable landscape debris to yard refuse recycling sites.
- b. Remove all trash from landscaping beds and turf areas.

5. Reporting

- a. Contractor is required to report maintenance needs such as fallen trees, damaged playground equipment, vandalism, etc. to City Representative so needed repairs and maintenance can be completed

Grass Mowing Locations – City of Wyoming

Wyoming Parks

Ashton Park – 5796 Flint Trail - *Intersection of 261st Street/Galen Drive and Flint Trail - Area around and inside fenced in area along ditch to first property on either side, also area on west side of street along the ditch and south side of out lot from property to property.*

Banta Park – 24684 Fondant Ave – *W of 61 and South of 250th St - Entire area and alongside of road to property line each way.*

Blue Spruce Park – 6546 262nd Street - *E of Goodview Ave and South of Wyoming Trail - Entire area, both north and south ends and along roads.*

Centennial Park – 26995 Fenwick Ave – *at 270th Street - Entire area to the center of the Pine trees on the East side*

Comfort Park – 25578 Iris Ave – *S of Pioneer Rd - Entire area up to ponds and wood line.*

Fireside Park – 4354 251st St – *at Elk Trail N of Kettle River Blvd and E of 250th St - Previously mowed area to wood line, and along the street both ways.*

Goodview Park – 26000 Goodview Ave - *at 260th Street - Entire area to wood line and up to the streets on 2 sides and up to fenced area on the other 2 sides.*

Hawk Meadows Park – 25419 Grail Court – *at 256th Street E of Goodview Ave - Along path to bridge, area along split-rail fence to neighbor's property line around previously mowed area.*

Lions Park – 4803 263rd Street – *W of Kettle River Blvd - Entire area previously mowed, including along drainage ditch. This would include area around 263rd St. and 263rd Court.*

Liberty Ponds Park – 24588 Heath Ave – *at Heath Ave- Mow 30 feet along north driveway, 30 feet west of building, the area to the south of the building to the south property line including the road ditch and the area between the two driveways including the road ditch.*

Railroad Park – 26769 Faxton Ave – *at E Viking Blvd - Mow from street to property line on East and North sides, including 2 passes along road out to Hwy. 22, including larger area by 22 and Fallbrook across from Bank property.*

Swenson Park – 26929 Flintwood Ave – *at Railroad Blvd - Entire area previously mowed from Railroad Ave. to Flintwood Lane, and from Flintwood Ave. to Forli Ave. except for resident's property in NW corner.*

Tolzmänn Park – 5530 274th Street - *at Finland Ave - Entire area mowed to north and west sides of property and south and east to pine trees, and along driveway out to 274th St.*

Town Hall Park – 7571 Pioneer Trail – *at Wyoming Trail - mow around ball field and playground area, also on east side of buildings, over mound area and ditch area up to Wyoming Trail.*

Verges Memorial Park – 25915 Goodwin Rd – *N of 258th Street - Entire area from street up to resident's property lines.*

Little Verges Park – 25580 Goodwin Rd - *at Gramford Ave - Entire area from street to tree line.*

City Properties

City Hall and Library – 26885 Forest Blvd – *entire block except for Post Office*

Well 1 – 26728 Felton - *at 267th Street – between 267th St and gravel parking lot on the north side and from Felton to the drug store parking lot*

Well 2/Public Works/Faxton east ROW – 26495 & 26490 Fallbrook Ave – *from Fallbrook east, north side of Public Works and east ROW of Faxton up to country walking trail along plum trees*

Well 3 / South Water Tower– 5468 260th Street – *ditch from trail to neighbor property line and street to tree line*

North Water Tower - 273rd Street – Mow to property lines

Right of Ways

Drainage ROW area N side of E Viking - *around sidewalk between 5534 and 5634 - Mow from street to edge of tree line.*

ROW area SW corner of Goodview and Goldfinch – From intersection to West property line, 7 feet south of Goldfinch sidewalk to curb and from intersection to South property line from Goodview to tree line.

Lift Stations

#2 Railroad Lift – 5613 Railroad Blvd near Flintwood Ave

#3 Freeport Lift – 26679 Freeport Ave near 267th Street off E Viking

#4 Wyoming Trail (22) Lift – 26500 Foxhill Ave at Wyoming Trail - mow north ROW between Forli and Freeport

#5 Ashton Lift – 26127 Glen Oak Drive at 262nd Street

#6 259th Lift – 5815 259th St at Flint Trail south along black top trail to hydrant

#7 Fallbrooke Lift – 26199 Fallbrook Ave

#8 Shell Lift – 26690 Kettle River Blvd

#9 264th Lift – 4800 264th St at Everton Ave Intersection Industrial

#10 County Rd 30 Lift – 27098 Forest Blvd (CR30) at 272nd Street

#11 Rolling Green Lift – 6183 East Viking Blvd at Glen Oak Drive

#12 Thurnbeck Lift – 25545 Forest Blvd Lane at Freeport Ave

#13 Fairview Lift – 25990 257th Street at Fairview Ave

#14 Goodview Lift – 6282 Wyoming Trail at Goodview Ave – 20 feet around lift station black top and west to tree line 20 feet from curb

City of Wyoming Lawn Care Service Schedule

Location	April	May	June	July	August	September	October
Aston Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Banta Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Blue Spruce Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Centennial Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Comfort Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Fireside Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Goodview Park	Once	Weekly	Weekly	Weekly	Weekly	Weekly	Two Mowings
Hawk Meadows Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Lions Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Liberty Ponds Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Railroad Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Swenson Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Tolzmann Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Town Hall Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Verges Memorial Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Little Verges Park	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
North Water Tower	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Well 1	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
City Hall and Library	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Well 2/PW shop/Faxton ROW	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Well 3/South Water Tower	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Drainage ROW area N side of East Viking	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
ROW SW corner of Goodview & Goldfinch	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two mowings
Shell Lift station	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
264 th Lift Station	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Industrial Park Lift Station	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Fairview Lift Station	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Thurnbeck Lift Station	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Ashton Lift Station	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings
Goodview Lift Station	Once	Weekly	Weekly	Every 10 Days	Every 10 Days	Every 10 Days	Two Mowings

Lawn Care Service Bid Sheet

Location

**Total Price per 3 year contract
(2019, 2020 & 2021)**

Ashton Park	\$ _____
Banta Park	\$ _____
Blue Spruce Park	\$ _____
Centennial Park	\$ _____
Comfort Park	\$ _____
Fireside Park	\$ _____
Goodview Park	\$ _____
Hawk Meadows Park	\$ _____
Lions Park	\$ _____
Liberty Ponds Park	\$ _____
Railroad Park	\$ _____
Swenson Park	\$ _____
Tolzmann Park	\$ _____
Town Hall Park	\$ _____
Verges Memorial Park	\$ _____
Little Verges Park	\$ _____
North Water Tower	\$ _____
Well 1	\$ _____
City Hall and Library	\$ _____
Well 2 / Public Works/Faxton east ROW	\$ _____
Well 3/South Water Tower	\$ _____
North Tower	\$ _____
Drainage ROW area N Side of East Viking	\$ _____
ROW SW corner of Goodview and Goldfinch	\$ _____
Shell Lift Stations	\$ _____
264 th St Lift Stations	\$ _____
Industrial Park Lift Station	\$ _____
Fairview Lift Station	\$ _____
Thurnbeck Lift Station	\$ _____
Ashton Lift Station	\$ _____
Goodview Lift Station	\$ _____
Wyoming Trail Lift Station/ROW	\$ _____
Freeport Lift Station	\$ _____
Rolling Green Lift Station	\$ _____
Railroad Lift Station	\$ _____
County Road 30 lift Station	\$ _____
259 th Lift Station	\$ _____

*Total contract cost per year for 2019/2020/2021
based on 27 weeks of mowing*

\$ _____

Alternate Services

Cost per site will be added to the total contract cost for services exceeding 24 cuts and 27 cuts for Goodview Park per calendar year or reduced for services less than the contracted 24 cuts and 27 cuts for Goodview Park per calendar year; total service weeks to be determined by the City of Wyoming on an annual basis.

<u>Location</u>	<u>Cost per cut for alternate services</u>
Ashton Park	\$ _____
Banta Park	\$ _____
Blue Spruce Park	\$ _____
Centennial Park	\$ _____
Comfort Park	\$ _____
Fireside Park	\$ _____
Goodview Park	\$ _____
Hawk Meadows Park	\$ _____
Lions Park	\$ _____
Liberty Ponds Park	\$ _____
Railroad Park	\$ _____
Swenson Park	\$ _____
Tolzmann Park	\$ _____
Town Hall Park	\$ _____
Verges Memorial Park	\$ _____
Little Verges Park	\$ _____
North Water Tower	\$ _____
Well 1	\$ _____
City Hall and Library	\$ _____
Well 2 / Public Works/Faxton East ROW	\$ _____
Well 3/South Water Tower	\$ _____
North Tower	\$ _____
Drainage ROW area N Side of East Viking	\$ _____
ROW area on SW corner of Goodview and Goldfinch	\$ _____
Shell Lift Stations	\$ _____
264th St Lift Stations	\$ _____
Industrial Park Lift Station	\$ _____
Fairview Lift Station	\$ _____
Thurnbeck Lift Station	\$ _____
Ashton Lift Station	\$ _____
Goodview Lift Station	\$ _____
Wyoming Trail Lift Station/ROW	\$ _____

Freeport Lift Station	\$ _____
Rolling Green Lift Station	\$ _____
Railroad Lift Station	\$ _____
County Road 30 lift Station	\$ _____
259th Lift Station	\$ _____

_____ *Signature*



2019 LAWN MOWING AGREEMENT

AGREEMENT: This Agreement, made this _____ day of _____, 2019 by and between _____ (“Contractor”) and the City of Wyoming (“City”).

1. **SERVICES:** The City hereby agrees to engage the services of the Contractor to furnish the lawn mowing, trimming, and related lawn care services as more fully described in Exhibit A, and the Contractor agrees to provide all material, labor and equipment and to perform such services to acceptable professional standards and for the compensation herein set forth. All work shall be completed under the direction of the Public Works Superintendent and the decision on quality and acceptability regarding the work completed shall be final.
2. **TERM:** This Agreement shall commence April 22, 2019 and shall continue in effect thereafter for a successive 27 week period ending on or about October 25, 2019. Notwithstanding the foregoing either party may cancel this agreement in accordance with the terms herein.
3. **COMPENSATION:** The City shall compensate the Contractor based on the mowing schedule listed on Exhibit B. In the event that the Contractor and City of Wyoming mutually agree to reduce or increase the number of weeks for the contract year of 2019 the compensation will be reduce or increased by the indicated cost per mowing per site as seen on Exhibit B.
4. **PROBATIONARY REVIEW:** During the first six (6) months of the Agreement, the City shall have the ability to immediately terminate this Agreement at any time, without reason, with written notice to Contractor.
5. **TERMINATION:** Notwithstanding any other section or provision of this Agreement, either party may terminate this Agreement upon thirty (30) days written notice, at any time, without reason, to the other party's representative at its respective address. No notice shall be due for termination for cause. “Termination for cause” shall include, but not be limited to, breach of confidential or premises security.
6. **CHANGE IN WORK PERFORMED:** The compensation is based upon the areas to be serviced and the frequency of service outlined in Exhibit A. If there are changes in area or services, the City agrees to negotiate a reasonable price adjustment with the Contractor.

7. MODIFICATION: The parties may from time to time request changes in this Agreement. Such changes, including any increase or decrease in the Contractor's compensation which are mutually agreed upon by and between the City and the Contractor, shall be effective when incorporated in written amendments to this Agreement.

8. INSURANCE: Contractor shall execute and deliver unto the City a Certificate of Insurance for Public Liability, General Liability, Worker's Compensations and Minnesota "no-fault" coverage, covering all vehicles and equipment and all operations to be performed by the Contractor pursuant to the Agreement. Such insurance shall provide at least the following coverage:

a. PUBLIC LIABILITY INSURANCE: Including general liability, automobile and inland marine:

- i. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000 for property damage arising from one occurrence, \$1,000,000 for bodily injuries, damages, and/or death to any one person, and \$1,000,000 aggregate, for total bodily injuries, damages, and/or death arising from any one occurrence. Such policy shall also include contractual liability coverage by specific endorsement or certificate acknowledging the contract between the Contractor and the City.
- ii. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering owned, non-owned and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000 per accident for property damage, \$500,000 for bodily injuries, damages, and/or death to any one person, and \$1,000,000 aggregate, for total bodily injuries, damages, and/or death arising from any one accident.
- iii. Liability insurance shall include contractual liability coverage, covering all obligations of the Contractor under this Agreement and shall name Wyoming, its elected officials, employees, and agents as additional insured.
- iv. Liability insurance policy shall provide the City of Wyoming with at least thirty (30) days written notice of cancellation of the policy.

b. WORKERS COMPENSATION INSURANCE: Including employers liability covering all employees of the Contractor, if any, engaged in the performance of the Agreement, in accordance with the Minnesota Workers Compensation law.

The Contractor's insurance of the above amounts and coverage shall be maintained at all times for the duration of the Agreement. The insurance company or agent for the company shall provide Wyoming with thirty (30) day's

policies. A certificate of insurance shall be filed with the City Clerk evidencing insurance coverage as set forth above.

- 9. CONTRACTOR INDEMNITY:** Contractor agrees to defend, indemnify and hold harmless Wyoming, its elected officials, Council Members, its officers, employees and agents (collectively referred to as "Indemnities") from and against, and shall reimburse each such indemnity for any, and all loss, claim, liability, damage, judgment, penalty, injunctive relief, cost, attorney's fees, expense, action or cause of action imposed by law or principal of common law or equity in connection with the Agreement and arising out of or relating in any way to the activity or inactivity of Contractor, its predecessor, or anyone acting through or on behalf of the Contractor.
- 10. AUDITS:** The books, records, documents, and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either Legislative Auditor or the State Auditor for a period of six months after the effect date of this Agreement.
- 11. INDEPENDENT CONTRACTOR:** The parties intend that the Contractor in performing services herein specified shall act as an independent contractor and shall have control over the work and the manner in which it is performed. Contractor shall be responsible for all taxes, including sales tax, created by the execution and implementation of this agreement.
- 12. CONTRACTOR'S EMPLOYEES:** It shall be understood and agreed that during the term of this Agreement all individuals performing duties on behalf of the Contractor shall be listed with the City. All employees must be legally eligible to perform work under State and Federal law.
- 13. SUBCONTRACTING AND ASSIGNMENT:** Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.
- 14. HOLIDAYS:** The Contractor is not obligated to perform services on the following statutory holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day.
- 15. CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision rendered the Agreement void. Any federal regulation and applicable state statutes shall not be violated.

- 16. CLAIMS:** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim or demand is just and correct and that no part of it has been paid."
- 17. LIMITATIONS OF REMEDIES:** In the event of a breach of the Agreement by the City, Contract shall not be entitled to recover punitive, special or consequential damages for loss of business.
- 18. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State in which services are performed. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.
- 19. DATA PRACTICES ACT:** Contractor shall at all times abide by the Minnesota Government Data Practices Act, Minn. Stat. §13.01, et seq., to the extent that the Act is applicable to data and documents in hands of Contractor.
- 20. DISCRIMINATION:** In performance of this Agreement, Contract shall not discriminate on the grounds of or because of race, color, creed, religion, national origin, sex, marital status, status with regards to public assistance, disability, sexual orientation, or age against any employee of Contract, any subcontractor or it, or any applicant for employment. Contractor shall include a similar provision in all contracts with subcontractors to this Agreement. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minn. Stat. §363.01, et. Seq., Title VII of the Civil Rights Act of 1964, and the Americans with Disability Act of 1990.
- 21. ENTIRE AGREEMENT:** This Agreement contains the entire Agreement between the Contractor and the City. 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.

Both parties indicate their approval of this Agreement by their signature below and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this agreement has been taken.

Dated: _____ 2019

CITY OF WYOMING

By _____

Lisa Iverson, Mayor

By _____

Robb Linwood, City Administrator/Clerk

Dated: _____ 2019

_____.

By _____

(Owner Signature)

Its _____

(Company Title)

STATE OF MINNESOTA)

) ss

COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Lisa Iverson, Mayor and Robb Linwood, City Administrator/Clerk of the City of Wyoming, a Minnesota municipal corporation, on behalf of the corporation

Notary Public

STATE OF MINNESOTA)

) ss

COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____a Minnesota company established under the rules of the State of Minnesota on behalf of the company.

Notary Public

