



**Request for Proposal  
Lawn Maintenance and Related Services (3 Year Term 2021-2023)  
Belle Plaine, Jordan and New Prague**

**Issued by:**

**Scott County Community Development Agency**  
**323 South Naumkeag Street**  
**Shakopee, MN 55379**  
952-402-9022 phone  
952-496-2852 fax

**Date of RFP Release:**

Tuesday, March 9, 2021

**Due Date:**

Wednesday, March 24,  
2021 by 4:00 p.m.

**CDA Contact/Questions can be sent to:** [bids@scottcda.org](mailto:bids@scottcda.org)

**Proposals sent to:**

CDA Office; 323 Naumkeag Street; Shakopee, MN 55379

<b>Requests for Proposals:</b>
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The Scott County CDA requests a written Proposal for lawn care and related services for the 2021 season to be performed at multiple locations as defined on the attached Schedule "A" and made an integral part of this Proposal. The proposed service period is April 2021-October 2021, dependent on weather conditions.

Please provide a complete Proposal package and return to the above address **no later than 4:00 pm on Wednesday, March 24, 2021.** By submitting a proposal to the SCCDA for this RFP, you are agreeing to all of the terms outlined in this RFP document.

**Submittals:**

1. Proposal Evaluation Criteria
  - a. Business Capabilities
  - b. Experience
2. Attachment B: Pricing Quote Form
3. Executed SCCDA-01: Contractors Compliance Form
4. Responsible Contractor Form
5. List of Equipment – provide a detailed list of equipment to perform scope

Please submit proposals to:

Scott County CDA  
323 S. Naumkeag Street  
Shakopee, MN 55379

Please mark "**Lawn Maintenance 6-2021 RFP-BPJNP**" on your package.

If proposals are submitted by mail, the bidder is responsible for mailing proposals sufficiently in advance to be received prior to the specified time for receiving such proposals. All proposals must be date and time stamped by our office.



### **Evaluation Criteria**

The SCCDA reserves the exclusive right to select or reject the firm(s) that it deems to be in the best interest to accomplish the work specified herein. The selection committee will review and evaluate the written responses to the RFP. Firms making proposals must respond in writing to all requirements of this RFP.

- 1. Business Capabilities (25 points):** Provide a brief history of your firm, staff size and experience. Describe your company's ownership and if it includes minority or women. Include information regarding the business structure and financial statements for the most recent fiscal year prepared by a Certified Public Accountant. Supply list (name, address, telephone number, license number where applicable, and type of work) of subcontractors and suppliers to be used on this contract. Assign a contact person for the lawn contract to CDA staff people.
- 2. Experience (45 points):** Describe your experience in working on HRA/CDA type of units and other relevant experience working on multi-family rental units. Include at least three references from contracts of similar size. Include location of projects, contact name, address, telephone number, and dollar amount of contracts.
- 3. Cost (30 points):** Please complete Attachment B: Pricing. **Submit Attachment B: Pricing in a separate envelope.**

<b>Scope of Work:</b>
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#### **A. Lawn Care Specifications:**

The tasks to be performed each time these lawn maintenance services are requested under the provisions of this contract include the following, at a minimum:

- a. Pick up all loose paper, cans, bottles, glass, branches, and other trash or debris that might be present on the site. Remove trash and debris from the site. The Contractor shall notify the Agency of persistent or excessive litter conditions on mowing days.
- b. The Agency does its best to have tenants remove all items from the yard (toys, lawn furniture, and clutter). However, there may be times that Contractor will need to move items, mow, and then move items back. The Contractor shall notify the Agency of persistent or excessive items on the lawn.

- c. Spring cleanup shall consist of one (1) visit to perform spring “cleanup” work inclusive of, but not limited to, removal of sand and rocks, leaves, tree branches, cutting of the dead vegetation of the perennials, twigs, pickup garbage from beds, etc. All debris to be disposed of off-site. Work to be performed in April of 2021 weather permitting. This shall be done before the first round of Pre-emergent/fertilizer is applied.
- d. The lots in New Prague and the country dwelling in Belle Plaine are excluded from the spring cleanup.
- e. Mow and trim grass and vegetation around buildings, structures, picnic tables, driveways, sidewalks, and curb. Mowing should occur weekly as needed to maintain grass between 3 - 3 ½ inches in length. The mowing cycle will vary due to weather conditions, but the grass shall not be mowed more than once in a seven (7) day cycle, also there might be areas of properties that might need to be mowed but other areas do not need mowing. When weed eating at properties keep the grass uniform in height so dirt is not exposed to promote weed growth. In addition, several of the properties have either in ground sprinkler systems, or the tenants in the units water the lawn. Rotary mowers will be used in such a way that grass will be blown away from buildings, walks, obstacles, etc. Maintain appropriate speeds for safety and quality of mowing. Also the contractor is responsible to reinstall downspouts after mowing.
- f. Contractor will be responsible for spraying of the weeds in the rock beds, sidewalks and parking lots areas as needed. If weeds are over 6 inches they will need to be manually pulled.
- g. The edges of all sidewalks, driveways and curbs exposed to turf shall be edged once a month. This shall be done with a machine utilizing a vertical steel blade. Line trimmers are not acceptable equipment for this task.
- h. The sidewalks and other paved services shall be swept or blown off of all grass clippings after each mowing or edging operation. As well as grass that ends up by entryways and in the beds.
- i. The Contractor will perform tree and shrub trimming as follows:
  - The trimming of trees less than 12 feet in height is to be completed annually to eliminate dead wood, suckering and hazardous conditions.
  - Trees and shrubs near sidewalks and other walk areas are to be monitored and trimmed on a regular basis to remove hazardous branches. The trees and shrubs must not exceed the vertical plane of sidewalks and parking lots.



- Shrubs are to be pruned and shaped twice during the contract timeframe unless otherwise stated. This service shall take place in June and August.
- j. Raking: any time the grass clippings clump due to excessive height, it is to be raked or bagged and removed so as to leave the turf in a well-manicured condition.
- k. Fall clean up shall consist of blowing out around buildings and bagging of the debris and hauling away at the Jordan and Belle Plaine properties. All debris to be disposed of offsite. Work to be performed during the last week in October of 2021 weather permitting. This might need to be done in November if we have seasonably warm weather and the leaves have not fallen from the trees. This is something that the agency and the contractor will work real close in determining the timing of the fall clean up.
- l. Contractor shall use extreme care in the use of chemicals for weed control. Broadleaf weeds can be controlled with applications of selective herbicides to be approved by the Agency prior to use. Pre-Emergent and a Fertilizer combination will be applied once in the spring and a Fall Weed and Feed fertilizer will be applied in the fall. The spring application needs to be applied in a timely manner so it controls the weeds. For the applications, the contractor needs to notify the Agency on the timing of the applications. Contractor is responsible of installing notification flags in areas of applications and the removal of the notification flags on the next mowing cycle.

#### Required Equipment:

Contractor recognizes that various equipment may be required to fulfill SCOPE requirements and acknowledges that he/she owns or has access to equipment necessary to fulfill SCOPE requirements. **Please provide a detailed list of all equipment owned and/or available for use by Vendor to complete the services outlined in the scope of work.**

#### Special Conditions:

##### A. INSURANCE AND LICENSURE

Contractor is prepared and agrees to provide proofs of insurance and licensure(s), as defined below, upon notification of bid acceptance and keep current.

The following Insurance requirements apply:

1. Workers Compensation insurance coverage per MN Statutes. In addition, general contractor must provide proof of insurance, whether or not the owners are covered or there are any employees.



2. Commercial General Liability insurance of not less than \$1,000,000. The Scott County CDA shall be an additional name insured on the prime contractor's insurance policy.
3. Automobile Liability insurance of not less than \$1,000,000.
4. Contractor needs to supply a MSDS sheet for all products used prior to the start of the contract with the Scott County CDA.

**B. DAMAGES**

Contractor will be held liable for damages to such items as sprinkler heads or other items damaged by Contractor or contractor's agents during lawn care. We will notify contractor of sites with damage so they can make necessary repairs. Otherwise, charges will be assessed by October 31, 2021 for any items not repaired.

**C. PAYMENT**

The CDA may make payments approximately every 14 days upon receipt of an invoice.

Prior to making any payment, the CDA may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

**D. TERM OF CONTRACT:**

The contract resulting from this RFP will be from April through October 31, 2021 and may be renewed for two additional one year periods, April, 2022 through October 31, 2022 and April 2023 through October 31, 2023. The lawn season is dependent on weather season. Contingent upon a satisfactory performance evaluation of the Contractor, this contract may be renewed for these additional one year periods. A negotiated increase in labor and materials for each of the additional one year periods will be determined and agreed upon by both parties with the maximum of a 5% increase.

**E. CONTRACT MODIFICATIONS**

The Contracting Officer may, at any time, by written order designated or indicated to be a Change Order, make changes in the work within the general scope of the work.

The Contractor must assert its right for such a change order to an adjustment by submitting a written statement describing the general nature of the change in work and the cost and/or additional time required Contractor agrees to invoice the Scott County CDA on a monthly basis.

			2021 Lawn Maintenance	
			Schedule A	
		<b>Jordan</b>		
	Duplex	100-102	Chad Circle	
	Duplex	114-116	Chad Circle	
	Duplex	121-123	Chad Circle	
	Single	134	Chad Circle	
	Apartments	125,129,133	Chad Circle	
		<b>Belle Plaine</b>		
	Apartments		400 Chestnut Street So.	
			415 Meridian Street So.	
		<b>New Prague</b>		
	open lots	Lot 5	Wencel Avenue N.E.	Only mow vacant lots
		Lot 6	Wencel Avenue N.E.	
		Lot 7	Wencel Avenue N.E.	
		Lot 8	Wencel Avenue N.E.	
	Country Dwelling		17475-250th St West	Fertilization program only



**PRICING QUOTE FORM**  
**LAWN CARE AND RELATED SERVICES**  
**Belle Plaine, Jordan and New Prague**

Please review the scope of work carefully in completing the following form. No bid will be considered valid unless each of the following items are completed. Please note that there may be additions or deletions to Schedule "A" Property Listings by written change order at any time during the Season.

	Description	Frequency/ Application	Season Cost
1.	MOWING for single family homes, multi family or duplexes and vacant lots	See Specifications	\$
2.	SPRING CLEAN-UP	See Specifications	\$
3.	PRE-EMERGENT AND FERTILIZATION Product: _____	Specify product and cost per application	\$
4.	FALL WEED AND FERTILIZATION Product: _____	Specify product and cost per application	\$
5.	PRUNING/TRIMMING	Total Cost (one in spring and one in fall)	\$
6.	EDGING OF WALKS, CURBS AND DRIVES	Cost for Season (once a month) See Specifications	\$
7.	FALL CLEAN-UP	See specification	\$
	<b>GRAND TOTAL</b>		\$

A person authorized to contract on behalf of your organization must execute these documents.  
Submitted by:

Company  
Name: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

(sign above; print name below)

Date of

Proposal: \_\_\_\_\_

**323 NAUMKEAG ST | SHAKOPEE MINNESOTA | 55379 | SCOTTCDA.ORG**

This institution is an equal opportunity provider and employer.



SCCDA-01

**CONTRACTOR COMPLIANCE FORM**

This form must be filled out by all General Contractors and Sub-Contractors providing bids.

Project Address: Lawn Maintenance and related services - Jordan, Belle Plaine, New Prague 6-2021

**SECTION I. CONTRACTOR INFORMATION**

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_
2. Type of Business: \_\_\_\_\_
3. Are you licensed in the State of MN? ☐ YES ☐ NO License Number: \_\_\_\_\_
4. Women Business Enterprise? ☐ YES ☐ NO  
Minority Business Enterprise? ☐ YES ☐ NO If yes, enter Racial/Ethnic Code from Below: \_\_\_\_\_
5. Bidding as a ☐ General Contractor ☐ Sub-Contractor If Sub, indicate General Contractor Name: \_\_\_\_\_
6. Date of Site Visit: \_\_\_\_\_
7. Current number of Employees: \_\_\_\_\_  
Current number of Women Employees: \_\_\_\_\_  
Current number of Minority Employees: \_\_\_\_\_

If Minority Employees enter Racial/Ethnic Code from below:

Code: \_\_\_\_\_  
Number : \_\_\_\_\_

8. Total Dollar amount of Bid: \$\_\_\_\_\_ (If amount exceeds \$100,000, please fill out Section II of this document).

**SECTION II. New Hires when Bid Exceeds \$100,000 (must comply with Section 3 requirements)**

9. Number of employees to be hired for this contract: \_\_\_\_\_
10. Number of Low-Income Project Area Residents (L.I.P.A.R.) to be hired for this contract: \_\_\_\_\_

**Racial/Ethnic Codes**

- |                           |                                      |  |
|---------------------------|--------------------------------------|--|
| 1. White                  | 3. American Indian or Alaskan Native | 5. Native Hawaiian or Pacific Islander |
| 2. Black/African American | 4. Asian                             | 6. Hispanic or Latino                  |

I hereby certify that it is the policy of the undersigned to comply with all existing laws prohibiting discrimination in all aspects of employment due to race, color, creed, sex, age, religion, national origin, marital status, receipt of public assistance or disability.

\_\_\_\_\_  
General Contractor/Subcontractor Signature

\_\_\_\_\_  
Date

The Scott County Community Development Agency does not discriminate on the basis of race, color, creed, national origin, sex, religion, marital status, status with regard to public assistance, sexual orientation or familial status, in the employment and/or the provision of services.

**Equal Opportunity Housing and Equal Opportunity Employment**



## RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Minnesota Statutes, Section [16C.285](#), subdivision 3. **Responsible Contractor, Minimum Criteria.**

“Responsible Contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the minimum criteria set forth below. Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

1. The Contractor:
  - i. is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. is in compliance with the Department of Revenue and the Department of Employment and Economic Development registration requirements if it has employees;
  - iii. has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting verification, has not violated section [177.24](#), [177.25](#), [177.41](#) to [177.44](#), [181.13](#), [181.14](#), or [181.722](#), and has not violated United States Code, [title 29, sections 201 to 219](#), or United States Code, [title 40, section 3141 to 3148](#). For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is “repeated” only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;
  - ii. has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section [177.27](#);
  - v. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;\*

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section [181.723](#) or chapter [326B](#). For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;\*

4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section [363A.36](#) revoked or suspended based on the provisions of section [363A.36](#), with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;\*
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification; and\*
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor.

\*Any violations, suspensions, revocations, or sanctions, as defined in clauses 2 to 5 occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

### **Certification**

**By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:**

- 1. Contractor is in compliance with Minnesota Statutes, Section [16C.285](#),**
- 2. I have included Attachment A-1, and**

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Contractor Company Name

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Date

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Authorized Signature of Owner or Officer

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Printed Name

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Title

**ATTACHMENT A-1:FIRST-TIER SUBCONTRACTOR LIST**  
**(Initial List)**

**SUBMIT WITH CONTRACTOR SOLICITATION RESPONSE**

Minnesota Statutes, Section [16C.285](#), subdivision 5. A prime contractor or subcontractor shall include in its verification of compliance . . . a list of all of its first-tier subcontractors that it intends to retain for work on the project.

<b>NAMES OF FIRST TIER SUBCONTRACTORS (Legal name of company as registered with the Secretary of State)</b>	<b>Company Address</b>	<b>Work To Be Performed</b>

## **PROFESSIONAL SERVICES CONTRACT**

This agreement is entered into between the Scott County Community Development Agency, 323 South Naumkeag Street, Shakopee, MN 55379 hereinafter referred to as the "AGENCY," and \_\_\_\_\_, whose address is \_\_\_\_\_. Herein after referred to as "CONTRACTOR" for snow management services as outlined in the request for proposal issued by the Agency on \_\_\_\_\_. Finding that the 'CONTRACTOR' is willing to assist the 'AGENCY' in providing professional contract services, the 'AGENCY', and 'CONTRACTOR' do mutually agree as follows:

### **ARTICLE I – PERIOD OF CONTRACT**

This agreement shall become effective and binding when signed by both parties.

This agreement shall terminate on or before \_\_\_\_\_ unless terminated pursuant to Article V. This contract, the request for proposal, and the subsequent proposal submitted by CONTRACTOR dated \_\_\_\_\_, represent the entire agreement between parties and supersedes all prior negotiations, representations or agreements, either written or oral. The contract may be amended or modified only by written change orders as provided elsewhere in this contract.

### **ARTICLE II – STANDARD AND SCOPE OF WORK**

Contractor shall render its services at the same level of skill and diligence provided by experienced firms providing the same or similar services in the Twin Cities Area. Contractor shall refer to the request for proposal form for description of scope of services, as it may be modified by this agreement.

### **ARTICLE III – PAYMENTS**

The AGENCY shall pay the CONTRACTOR as a fee for the services as stated in this contract, according to the proposal submitted on \_\_\_\_\_ and attached hereto. An invoice and excel spreadsheet detailing the date of service, service performed and charge for service must be received by the Agency within thirty (30) days of job completion. Payment shall occur within thirty (30) days upon satisfactory services completion for the pay period.

### **ARTICLE IV – GROSS RECEIPTS TAX**

The CONTRACTOR shall be responsible for all payment of Federal, State, and FICA tax levied on amounts paid to CONTRACTOR pursuant to this agreement.

### **ARTICLE V – TERMINATION**

This agreement may be terminated by either party upon written notice delivered to the other at least seven (7) working days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

### **ARTICLE VI – COMPLIANCE WITH THE LAW**

CONTRACTOR will comply with all applicable federal and state laws, codes, regulations, municipal ordinances and regulations and will pay all costs, expenses, fees and taxes connected with such compliance, including sales and use taxes, and will also pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and will furnish all necessary reports and information to the appropriate

federal, state and municipal agencies, with respect to all of the foregoing, and will hold AGENCY harmless from any and all losses or damage occasioned by the failure of the CONTRACTOR to comply with the terms of this paragraph.

In particular, and without limiting the foregoing, CONTRACTOR shall comply with:

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 701, et. Seq., and the regulation contained in 31 C.F.R. Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, shall review, and if necessary, modify their programs and activities so that discrimination based on handicap is eliminated",

The Minnesota State Human Rights Act (Minnesota Statute, Chapter 363)

The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 through 12213, as applicable.

All applicable federal and state labor standards laws, including but not limited to labor standards and prevailing wage rates mandated by the "Davis-Bacon" Act and related acts; and

#### **ARTICLE VII – CONTRACTOR'S INSURANCE AND BONDS**

CONTRACTOR shall purchase and maintain at all times, during the performances of services, and for one (1) year thereafter, the following insurance.

Comprehensive General Liability Insurance of not less than \$1,000,000. AGENCY shall be an additional name insured on the prime CONTRACTOR'S insurance policy.

Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$ 1,000,000.00 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.

Professional General Liability Insurance including owned, non-owned and hired vehicles in an amount not less than 1,000,000.00 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we receive a letter from you stating this.

Excess Umbrella Liability Policy in the amount of \$1,000,000.00 will be additionally required if any of the above policies have lower limits than stated.

Workers' Compensation Insurance per Minnesota Statutes. In addition, CONTRACTOR must provide proof of insurance, whether or not the owners are covered or there are any employees.

If applicable, Professional Liability Insurance of not less than \$1,000,000.

Prior to the effective date of this Contract, and as a condition precedent to this Contract, the CONTRACTOR with furnish AGENCY with certificates of insurance listing AGENCY as an "Additional Names Insured."

The following words must be on the certificate: "Thirty (30) days' advance written notice of changes or cancellation of coverage will be given to the certificate holder." Any additional words such as "will endeavor to" or "failure to do so will impose no obligation," must be crossed off the certificate.

#### **ARTICLE VIII – STATUS OF CONTRACTOR**

The CONTRACTOR and its employees are independent contractors performing professional services for the AGENCY. CONTRACTOR is an independent contractor, and nothing contained in the Contract is intended or shall be construed as creating an employee, copartner or joint venture relationship with the AGENCY, Scott County, or

any of their departments or agencies. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or other benefits available to the 'AGENCY' or to Scott County employees shall accrue to CONTRACTOR or employees of CONTRACTOR performing Work pursuant to the Contract.

#### **ARTICLE IX – ASSIGNMENT**

CONTRACTOR shall not subcontract any portion of the service to be performed under this agreement without the prior written approval of the AGENCY.

#### **ARTICLE X – HOLD HARMLESS AGREEMENT AND INDEMNITY**

CONTRACTOR shall defend, indemnify and hold harmless AGENCY from all actions, proceedings, claims, demands, cost, damages, attorney's fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, which result in any way or to any degree from the wrongful act or omission of the CONTRACTORS, its employees, agents, or servants.

#### **ARTICLE XI – DISPUTE RESOLUTION**

Any controversy of claim arising out of or relating to this agreement or the breach thereof shall be settled first by mediation, prior to the commencement of any legal action unless such action must be commenced to avoid the imminent expiration of the applicable statute of limitations, and in that case the action shall be stayed pending completion of good faith mediation. If mediation does not resolve the dispute either party may commence legal proceedings in a court of law with competent jurisdiction in Scott County, Minnesota.

#### **ARTICLE XII – DATA PRACTICES**

All data collected, created, received under this contract, maintained, or disseminated for any purposes by the activities of Contractor because of this Contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

#### **ARTICLE XIII – RECORDS AVAILABILITY AND RETENTION**

Pursuant to Minnesota Statute 16B.06, Subd.4, CONTRACTOR agrees that the AGENCY, or any of its duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transactions relating to this Contract.

CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of this Contract.

#### **ARTICLE XIV – PRODUCT OF SERVICES: COPYRIGHT**

All materials developed or acquired by CONTRACTOR under this agreement shall become the property of the AGENCY and shall be delivered to the AGENCY not later than the termination date of this agreement. Materials furnished shall be the subject of an application for copyright by or on behalf of the CONTRACTOR without the prior written approval of the AGENCY. All CONTRACTOR copyrighted materials remain the sole property of CONTRACTOR.

#### **ARTICLE XV – DISCRIMINATION**

No person shall, on the grounds of race, color, religion, sex, national origin, familial status, disability, creed, marital status, public assistance status or sexual orientation be excluded from participating in, be denied the benefit of, or otherwise be subjected to discrimination under any activity performed pursuant to this agreement.

#### **ARTICLE XVI – MISCELLANEOUS**

Neither party shall be responsible for delays in performance due to extreme acts of nature, war, government interference or other causes beyond its reasonable control including but not limited to a pandemic.

A waiver of any breach of this agreement is not a waiver of any continuing or subsequent breach. A waiver must be written and signed by the party against whom enforcement of the waiver is sought.

If any provision of this agreement, in whole or in part, is illegal or unenforceable, it will be severed and the balance of the agreement enforced.

#### **ARTICLE XVII – CHANGES IN THE WORK**

All changes in the Work shall be authorized only by written Change Orders signed by the ‘AGENCY’ and ‘CONTRACTOR’ before commencement of the services identified on the Change Order, and containing appropriate adjustments in payment and time.

#### **ARTICLE XVIII – LIEN FREE PROJECT**

CONTRACTOR shall ensure that the Project remains free and clear of all claims, encumbrances and liens for labor, services and materials. If CONTRACTOR fails to pay for any labor, services or materials purchased for or used in the services, the AGENCY may, at its sole option, pay such claims and deduct the amount paid from any amount otherwise owing CONTRACTOR. In the event any suit is filed against the AGENCY, asserting a claim or lien for labor, services, or materials purchased for or used in the Work, CONTRACTOR, at its own sole cost and expense, including attorneys’ fees, will defend such suit, indemnity and hold the AGENCY harmless, and pay any judgment rendered therein.

IN WITNESS WHEREOF, the parties hereto have set their hands.

CONTRACTOR:

BY:

\_\_\_\_\_  
Owner

DATE:

\_\_\_\_\_

AGENCY:

Scott County Community Development Agency

BY:

\_\_\_\_\_  
Julie R. Siegert, Housing Director

DATE:

\_\_\_\_\_