



**REQUEST FOR BID**  
**For**  
**Dakota County Burnsville Library**  
**Boilers Replacement Project**

**Dakota County Burnsville Library**  
**1101 West County Road 42**  
**Burnsville, MN. 55337**

Release Date: April 8, 2024

Bids are due

**April 26, 2024 at 2:00 PM**

**AT**

Dakota County Facilities Management  
Administration Center, Room 2500  
1590 Highway 55, Hastings, MN 55033

Pre-Bid Meeting: April 16<sup>th</sup> 2024 1:00 P.M.

At

Dakota County Burnsville Library  
1101 West County Road 42, Burnsville, MN 55337  
Loading Dock Area (West Side)

For additional information please contact:

Dakota County Facilities Management

Pat LaValle

[patrick.lavalle@co.dakota.mn.us](mailto:patrick.lavalle@co.dakota.mn.us)

952-454-4040

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**ADVERTISEMENT FOR BIDS**  
**DAKOTA COUNTY**  
**Burnsville Library Boiler Replacements**  
**Dakota County, Minnesota**

Dakota County will receive a single prime sealed bid for Removal of two existing boilers and replace with three new natural gas condensing boilers at the Dakota County Burnsville Library until 2:00 p.m. local time on Friday April 26<sup>th</sup>, 2024 at the office of the **Facilities Management (Suite 2500), Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota, 55033**, at which time bids will be publicly opened and read aloud.

A Pre-bid meeting will be held at 1:00 p.m. on Tuesday April 16<sup>th</sup>, 2024 at the Dakota County Burnsville Library, 1101 West County Road 42, Burnsville, MN 55337. Representatives of the Owner will be present.

Bidding documents including the bid form and specifications can be obtained from the Dakota County Website after April 8<sup>th</sup>, 2024.

<https://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx>

This project will include the removal of two existing boilers, and the installation of three new natural gas condensing boilers at the Dakota County Burnsville Library, 1101 West County Road 42, Burnsville, MN 55337. All work to be in accordance with the specifications and plans.

Prevailing wages are required on this project.

Bids must be submitted only on the bid form supplied in the Bid Document. No oral, telegraphic or telephonic bids or modifications will be considered. Submit with each bid a certified check or acceptable bidder's bond payable to Dakota County in an amount equal to five percent (5%) of the total base bid. The successful bidder is required to furnish satisfactory Labor and Material Payment Bond and Performance Bond equal to 100% of the total contract amount.

Bids may not be withdrawn within sixty (60) days after the opening bids. It is anticipated that the Dakota County Board of Commissioners will consider award of the projects at 9:00 a.m. on June 11<sup>th</sup> 2024 at its regular meeting at the Administration Center, 1590 Hwy 55, Hastings, MN and reserves the right to accept any bid or to reject any of the bids, or parts of such bids, and waves informalities or irregularities in bidding.

MG Solutions LLC. is the Consulting Engineer on this project. The representative is Michael Mercier

Phone: 612-366-1702 Email: [mgmercier@mgsolutionsllc.com](mailto:mgmercier@mgsolutionsllc.com)

Owner's representative is Pat LaValle – (952)-454-4040

## INVITATION FOR BIDS

1. Sealed bids for Dakota County Burnsville Library Boiler Replacements, will be received at the office of Facilities Management, Administration Center, 1590 Highway 55, Hastings, Minnesota, 55033, until 2:00 p.m. local time on Friday April 26<sup>th</sup>, 2024.
2. Bids will be based upon this invitation, the attached contract documents, general conditions, supplemental or special conditions, project scope, specifications, Single bids will be received for the total work.
3. Bids will only be accepted “only” on the bid forms included in the bid document unless otherwise noted. Fill in all items on the bid form submitted, sign and date same.
4. Each bid shall be accompanied by a certified check, cashier's check or corporate surety bond in an amount equal to five percent (5%) of the base bid, as bid security.
5. The successful bidder is required to furnish a Performance Bond and a Labor and Material Payment Bond in an amount equal to the total bid.
6. The Owner reserves the right to reject any or all bids received and to waive any informalities and irregularities in the bidding.
7. Work shall be awarded to the lowest responsible bidder meeting specified requirements.

Bids may not be withdrawn for a period of sixty (60) days after the opening.

Responsible Contractors requirement – see ATTCHMENT “F”

All questions regarding this project will be directed to the attention of Pat LaValle, Building Maintenance Supervisor at (952)-454-4040 or emailed to [patrick.lavalle@co.dakota.mn.us](mailto:patrick.lavalle@co.dakota.mn.us)

It is anticipated that the Dakota County Board of Commissioners will consider award of the project at 9:00 a.m. on June 11<sup>th</sup>, 2024 at its regular meeting at the Administration Center, 1590 Hwy 55, Hastings, MN. and reserves the right to accept any bid or to reject any or all bids, or parts of such bids, and waive informalities or irregularities in bidding.

**DAKOTA COUNTY**  
**FACILITIES MANAGEMENT**  
**INSTRUCTIONS TO BIDDERS**

1. By making a bid, the bidder represents that they have read and understands the contract documents and the bid is for a complete project.
2. Bidder further represents that they have inspected the site of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to the work.
3. Nature of the work required demands thorough review of all contract documents and diligent and careful site inspection by all prospective bidders as a means of determining the extent of work and conditions under which work is to be performed.
4. Additional charges will not be considered for work that prior to bidding, could reasonably be inferred as appropriate by examination of specifications, visiting the site, and closely reviewing the work as indicated above.
5. **Bid Form:**
  - a. Complete and submit one copy.
  - b. Fill in **all** spaces in ink or typed.
  - c. Initial any alteration, correction or deletion as approved by the bidder, or in case of a corporate bid, by a duly authorized officer prior to submission of bid. Bid will be rejected if changes are not correctly initialed.
  - d. Bids will be received for the specified material and equipment only.
  - e. Include **all** labor, material, equipment, incidental costs and sales or use taxes for incorporation of unit prices into the base bid according to the specifications.
  - f. State all prices in writing and in figures on the Bid Form.
  - g. In case of a difference in written words and figures, the amount stated in writing governs.
  - h. Do not stipulate any conditions not contained in the Contract Documents unless the specifications indicate that alternative materials, equipment, or methods will be considered.
  - i. County may waive any informality or reject any and all bids.
  - j. Date bid.
  - k. Any unopened bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof.
  - l. Indicate addendum received on the Bid form. If none - write "**none.**"
  - m. Submit the Bid on the forms furnished in the bid package to the office of the Dakota County Facilities Management on or prior to the stated bid time and date.
  - n. Bid documents shall be submitted in a sealed envelope **clearly labeled - "SEALED BID ENCLOSED"** – "Dakota County Burnsville Library Boiler Replacements."  
If you are not hand delivering your bid, please ensure it has been received prior to the bid opening date and time by contacting the Owner's Representative at least one hour before the bid opening.
  - o. **Bid Security:** Each bid shall be accompanied by a certified check, cashier's check or corporate surety bond in an amount equal to five (5%) percent of the base bid pledging that the bidder will enter into a contract with the Owner on the terms stated in his bid and will furnish bonds as hereunder described covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The Attorney-in-Fact who executes a surety bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
  - p. Execute and submit Non-Collusion and Conflict of Interest Statement and the Responsible Contractor Certificate (RCC) and the Trade secret Information Form with Bid Form response.
6. **Performance and Payment Bonds:** If awarded a Contract and required by law, the bidder shall furnish a Performance Bond and a Labor and Material Payment Bond, each written for the full amount of the contract sum covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Bonding requirements are noted on the Bid Form.

The sureties shall be authorized to conduct surety business in the State of Minnesota with an underwriting limitation equal to or greater than the penal sum of the bonds to be furnished.

Submit original bonds to the Contract Manager.

**7. Availability of Site:**

Immediately after the award of the contract the Security Services Administrator will issue access cards, keys and facility contact information to the successful bidder upon completion of appropriate background checks. The Contractor shall not commence work nor allow any subcontractor to commence work until the requirements of the Conditions of the Contract have been met.

**8. Consideration of Bids / Bidder Qualifications:** The Bid will be awarded to the lowest **responsible** bidder who meets specifications. Determination of the lowest responsible bidder will be based upon the total cost and any other criteria required, outlined below, by the County to verify bidder qualifications to complete the work.

Adherence by the bidder to all conditions and requirements of the bid specifications.

References (required as part of the bid form)

Dakota County's evaluation of the bidder's ability to perform based upon the requirements called for in this Bid Document.

Financial responsibility of the bidder..

Contractor must be licensed to perform work in the State of Minnesota. Each person performing duties within the county facilities and on county equipment must have all valid licenses, pursuant to Minnesota Statute 2007, Chapter 326B, 326B.01.

Each person performing duties within Dakota County facilities will be required to have Dakota County Badge at all times when onsite. The badging process can begin at the time of contract award and is a 4-5 week process before badges are available. Fingerprinting and passing background check are required to receive Dakota

County badge.

The needs and requirements of Dakota County.

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder will be required to furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if evidence submitted by or investigations fail to satisfy the condition that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**9. State Excise, Use or Sales Tax:** In submitting a bid, the bidder includes in the amounts all state excise, use or sales tax of building materials, supplies, and equipment to contractors, subcontractors, or builders for the erection of buildings or the alteration, repair or improvement of real property and as required by the State of Minnesota.

**10. Notice to Proceed:** The Bidder must agree to commence work on a date to be specified by the Owner in the written "Notice to Proceed" and to complete the Project within the contract time stated in the Bid Form.

**11. Laws and Regulations:** Bidders including all vendors and subcontractors attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of the authorities having jurisdiction over construction and completion of this project apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written in full. Any inspections required by any Federal, State or Local agencies will be arranged and paid by the bidder. Bidder will strictly comply with and follow all applicable Federal, State and Local statutes, laws and ordinances including OSHA regulations. Equal Employment and non-discrimination requirements.

**12. Permits, Licenses and Fees:** All permits and licenses required by local and all other agencies will be obtained and paid for by the Contractor.

**13. Public Records and Request for Confidentiality:** Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submitted a timely bid/proposal to Dakota County will be public once opened. All other information remains private until Dakota County has completed negotiating a contract with the selected Responder. After a contract has been negotiated, all information received is public information except "trade secret" information as defined in Minnesota Statutes Section 13.37. All information submitted by a Responder therefore shall be treated as public information by Dakota County unless the Responder properly requests that information be treated as a confidential trade secret at the time of submitting the bid/proposal.

Any request for confidential treatment of trade secret information in a Responder's proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by Dakota County concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form, see Attachment A. Dakota County reserves the right to make the final determination of whether data identified as confidential trade secret by a Responder falls within the trade secret exemption in the Minnesota Government Data Practices Act.

The envelope or mailing container of any documents submitted with the proposal that the Responder believes contain confidential trade secret information must be clearly marked as containing confidential trade secret information. Each page upon which trade secret information appears must be marked as containing confidential trade secret information.

In addition to marking the documents as confidential, the Responder must submit one paper and one digital copy of the proposal from which the confidential trade secret information has been excised. The confidential trade secret information must be excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible.

The Responder's failure to request confidential treatment of confidential trade secret information pursuant to this subsection will be deemed by Dakota County as a waiver by the Responder of any confidential treatment of the trade secret information in the bid or proposal.

Requests by the public for the release of information held by Dakota County are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Responders are encouraged to familiarize themselves with these provisions prior to submitting a proposal.

By submitting this bid or proposal, Responder agrees to indemnify and hold the County, its agents and employees, harmless from any claims or causes of action relating to the County's withholding of data based upon reliance on the representations that the information is a trade secret as defined in Minnesota Statutes Section 13.37 and therefore is not public, including the payment of all costs and attorney fees incurred by the County in defending such an action

**Security:** Contractor and contractors' employees are responsible for maintaining security in their work areas. Identification/access cards and keys will be provided after a state of residency and national fingerprint-based record check. Identification must be worn and visible at all times when working in county facilities. Do not provide access to any facility or area to anyone other than known county employees or their representatives.

**Background Check:** The Dakota County Facilities Management Office will complete background checks on all contractors and their employees who will be working in county facilities. Failure of an employee or contractor to pass a background check may be grounds for dismissing their bid. Fingerprints will be required.

## **SCHEDULE:**

Bid Advertisement – Through April 26, 2024

Pre-Bid Meeting – April 16, 2024 at 1:00 PM

Questions Due – April 19, 2024

Questions Answered – April 23, 2024

Bids Due – April 26, 2024

County Board Approval – June 11, 2024

Contract Award – June 28, 2024

## **SITE VISITS**

Interested Contractors are strongly encouraged to attend the non-mandatory **pre-bid meeting** to become familiar with site conditions before submitting a quote.

Pre bid meeting to be held on April 16, 2024 at 1:00 PM at the Dakota County Burnsville Library 1101 West County Road 42, Burnsville, MN 55337 – Back Loading Dock.

Project contact: Pat LaValle, Building Maintenance Supervisor (952)-454-4040  
[patrick.lavalle@co.dakota.mn.us](mailto:patrick.lavalle@co.dakota.mn.us)

## GENERAL CONDITIONS

### **G-1 Definitions:**

1.1 **Addenda** – Written or graphic instruments issued prior to the opening of Bids that clarify, correct or change the Bidding Requirements of the Contract Documents.

1.2 **Agreement** – The written and fully executed contract between Owner and Contractor covering the work to be performed including any attachments and exhibits.

1.3 **Architect (Engineer)** - the person lawfully licensed to practice architecture or engineering in the State of Minnesota or an entity lawfully practicing architecture and is referred to throughout the Contract Documents as if singular in number. The term Architect means MG Solutions or their authorized representative for this project

1.4 **Bid Documents** – Includes the contract agreement, bid notice, invitation for bids, instructions to bidders, general conditions, addenda, specifications, specified requirements or schedules, drawings and bid form.

1.5 **Bonds** – Bid, Performance, Labor and Material Payment, Warranty bonds and other instruments of security.

1.6 **Change Order** – a document prepared by the Owner, Architect or Engineer which is signed by the Architect or Engineer, Contractor and Owner and authorizes an addition, deletion, or revision in the work or an adjustment in the Contract Price or schedule issued on or after the effective date of the agreement. **All no cost changes** to the contract documents will be included in change order documents.

1.7 **Contract Documents** - consist of the advertisement, invitation for bid, instruction to bidders, Contractor's bid form including documentation accompanying the bid and any post bid documentation submitted prior to the Notice of Award when attached as an exhibit to the agreement, contract agreement, specifications, drawings, these general conditions, any supplementary conditions, addenda, Notice to Proceed, insurance certificate, bonds, written amendments, change orders, work change directives, field orders, Architect or Engineer's written interpretations and clarifications issued and approved by the Owner after the effective date of the agreement and all formal modifications agreed to by both parties in writing. Any change to the contract can only be made in writing. NOTE: Approved shop drawing submittals, reports and drawings submitted after the effective date of the agreement **are not** Contract Documents.

1.8 **Contractor or General Contractor** – as identified in the "Owner-Contractor Agreement", the person(s), firm or corporation with whom the Owner has entered into the Agreement and means the contractor or Contractor's authorized representative.

1.9 **Defective Work** – work that is unsatisfactory, faulty or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval, or has been damaged prior to acceptance by the Owner at substantial completion.

1.10 **Field Clarification** – A written order or change issued by the Owner, Architect or Engineer to the Contractor which orders minor changes in the work but does not involve a change in the contract price or the contract schedule. Includes AIA Architect's Supplemental Instructions – ASI and SI documents.

1.11 **Notice of Award** – the written notice by the Owner to the lowest bidder meeting contract or project requirements stating the intent of the Owner that upon compliance with all contract or project conditions, a formal contract will be issued by the Owner for execution by both parties.

1.12 **Notice to Proceed** – the written notice given by the Owner to the Contractor and Architect or Engineer fixing the date on which the project schedule or contract times will commence to run and when Contractor will start to perform obligations under the contract documents.

**Project** – the total furnishing of all labor, equipment and materials of the work to be provided under the Contract Documents.



1.14 **Scope of Work** - all work shown or described within the contract documents to include work not shown but required to provide for housekeeping in the detention center.

1.15 **Owner - Dakota County** - where reference is made to the Owner it means the Dakota County Board of Commissioners or the County's authorized representative.

**Contract Completion** - the date that final payment is made by the Owner.

**G-2 Owner-Contractor Contract:** Nothing in the Contract Documents shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Owner or Contractor and any such subcontractor, nor shall it create any obligation on the part of Owner, or Contractor to pay or to see the payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.

**G-3** The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager any error, inconsistency, or omission which may exist. It shall be the duty of the contractor to carefully check and verify all Contract Documents and to report discrepancies or errors to the owner in ample time so that corrections may be made without delaying the work or involving additional expense. Scaling of drawings is done at the Contractor's own risk. Actual dimensions and locations will be field measured by the Contractor and the Contractor will be responsible for the correctness of same.

**G-4** The Owner reserves the right to stop the work if any portion is found to be unacceptable by notifying the Contractor in writing.

**G-5** The Owner reserves the right to perform work or any part thereof and to correct any defective work or deficiencies found in the Contractor's work if the Contractor fails to correct the same after a seven (7) calendar day period following written notice from the Owner of said defects or deficiencies to the contractor. All costs incurred in the correction of defective work or Contractor deficiencies by the Owner shall be deducted from the contract amount including Owner staff overhead costs at actual hourly rate plus 40%.

**G-6 Correction of Work:** If within the period of time as may be prescribed by law or by the terms of any applicable special guarantee(s) required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a specific written acceptance of such condition(s). The Owner shall give such notice promptly after discovery of the condition.

**G-7 Cutting and Patching:** The Contractor shall do all cutting, fitting, or patching of the work as may be required to provide a complete installation. All patching shall be done in such a manner as to leave no visible trace and to return parts affected to the condition of undisturbed work. The Contractor shall repair any part of the existing structure damaged by the performance of the work under the Contract Agreement.

**G-8 Clean-Up:** The Contractor shall at all times keep the premises free from accumulation of dust, dirt, waste materials or rubbish caused by his operation by moving all such items to a central collection area. The Contractor will remove all waste from the site at frequent intervals to prevent hazards or unsightly conditions. If the Contractor fails or refuses to clean and remove all such scrap and waste from the project site, the Owner will perform the necessary clean-up and deduct the cost thereof from the total contract price including overhead costs at actual hourly rate plus 40%.

**G-9 Hold Harmless and Indemnification:** To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and Consulting Engineer, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, whether or not also caused in part by a party indemnified hereunder, by reason of any act or omission of Contractor, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Contractor may

be legally responsible, in the performance of any of Contractor's obligations (whether expressed or implied) under this Contract.

Should the Contractor's or any Subcontractor's or Supplier's failure to comply with this section result in the assessment of a fine or a penalty against the Owner such as OSHA, the Contractor will reimburse the Owner by deductive change order for all costs resulting from such action.

**G-10 Independent Contractor Clause:** For the purposes of this agreement, the Contractor shall be deemed to be an independent Contractor and not an employee of the County. Other persons while engaged in the performance of any work or services required to be performed by the Contractor under the terms of this agreement, shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the Contractor, its agents or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the Owner.

It is hereby acknowledged by the parties that the County will not be responsible to the Contractor for any and all benefits provided by Contractor to its employees including but not limited to vacation, sick leave, worker's compensation and unemployment Compensation.

**G-11 Payment:** The Owner will make payments as follows:

On or about the twentieth day of each month following a month in which the Contractor has submitted a valid application for payment on or before the 25th of said month, the Owner will pay the contractor ninety-five percent (95%) of the value, based upon a Schedule of Values approved by the Owner on the contract prices of labor and materials incorporated in the work and of materials suitably stored at the site up to the last day of the preceding month, as estimated by the project manager, less the aggregate of previous payments. Each pay application must be accompanied by a current updated CPM schedule showing all progress to date. All retainage shall be paid to the Contractor upon final Project completion to the satisfaction of the Owner's representative. **Before final payment is issued Contractor shall supply County with a certificate executed by the Minnesota Commissioner of Revenue in accordance with Minn. Stat. 290.97 showing payment of all withholding taxes owed by Contractor or subcontractors for employee wages arising from this project (Revenue Form IC-134).**

**G-12 Contractor's Insurance:** Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverage's as are set forth in this section, and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions above. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. The insurance required shall be written for not less than the limits of liability specified herein or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Contractor's minimum limits of liability, which it shall also require from its Subcontractors, unless it insures Subcontractor's operations under its policy, are as follows:

12.1 Worker's Compensation and Employer's Liability Insurance:

a. Worker's Compensation Insurance shall be as required by law and shall include an All States or Universal Endorsement.

b. Employer's Liability Insurance shall be written for not less than the following limits of liability:

- \$1,000,000 Each Accident
- \$1,000,000 Each Disease, Each Employee
- \$1,000,000 Disease Aggregate

12.2 General Liability Insurance:

General Liability Insurance shall be written on an occurrence basis Commercial General Liability form and shall include coverage's as indicated below. This insurance shall be written on an occurrence basis for not less than the following limits of liability:

Bodily Injury Liability:

- \$5,000,000 Each Accident/Aggregate for Contractor
- \$2,000,000 Each Accident/Aggregate for Subcontractor

Property Damage Liability:

- \$5,000,000 Each Accident/Aggregate for Contractor
- \$2,000,000 Each Accident/Aggregate for Subcontractor

Personal Injury Liability:

- \$5,000,000 Each Accident/Aggregate for Contractor
- \$2,000,000 Each Accident/Aggregate for Subcontractor

In lieu of separate limits of liability for Bodily Injury Liability and Property Damage Liability, the insurance may be written for a single limit of liability for bodily injury and property damage of not less than:

- \$5,000,000 Each Accident/Aggregate for Contractor
- \$2,000,000 Each Accident/Aggregate for Subcontractor

The aggregate limit shall apply only to Bodily Injury Liability under Completed Operations coverage and to Property Damage Liability.

Aggregate limits specified above shall not have been reduced below the specified amounts at the date of execution of the Contract, nor shall they be reduced until Project Completion.

If the General Liability policy contains a General Aggregate, the General Aggregate shall be not less than \$5,000,000 for Contractor and \$2,000,000 for Subcontractor, and the policy shall be endorsed to provide that the General Aggregate shall apply to this Project only.

Property Damage Liability coverage shall include coverage for hazards of explosion, collapse and damage to underground property (XCU).

The policy shall include a Broad Form Property Damage Coverage Endorsement.

Personal Injury Liability coverage shall provide coverage for Group A, B, and C offenses. The employment exclusion shall be deleted.

Completed Operations coverage shall be maintained in effect during construction and for a period of not less than three (3) years after the date of Substantial Completion, and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the period of coverage.

Contractual Liability coverage shall insure the Contractor's obligations under Paragraph 12.18 and shall conform to the requirements of Minnesota Statutes Section 337.05.

### 12.3 Automobile Liability Insurance:

Automobile Liability Insurance shall be written on a Business Automobile Liability form and shall cover owned, non-owned and hired vehicles. This insurance shall be written for a single limit of liability for Bodily Injury and Property Damage of not less than:

\$5,000,000 Each Accident/Aggregate for Contractor

\$2,000,000 Each Accident/Aggregate for Subcontractor

12.4 Each insurance company providing a policy pursuant to this Section G-12 shall be acceptable to Owner, shall be licensed to do business in Minnesota and shall have current Best rating of at least A:VII.

12.5 The Owner and its officers, employees and agents shall be named as additional insured on all policies.

12.6 The Contractor shall be responsible for all deductibles and retentions which may apply to the insurance coverage's required under this Section G12.

12.7 All policies required by this Section G12 shall be open to inspection by the Owner, and copies of such policies shall be submitted to the Owner upon written request.

12.8 The Contractor shall submit three (3) copies of Certificates of Insurance to the Architect for the Owner's review and approval. The Certificates shall be on a Standard Acord Form.

12.9 Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the Owner and the Architect do not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums.

12.10 Where special or unusual hazards peculiar to this Project are foreseeable, the Contractor shall take such steps as are necessary to insure itself against such hazards and be responsible for any damages which result from the occurrence of the hazards in connection with the Work.

12.11 Property Insurance: The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such policy shall be written on an all Risk, Completed Value form.

The policy may contain a deductible of not more than \$25,000 which applies to each loss. The Contractor shall pay the costs not covered because of deductibles which apply to loss of the Contractor's work and any damage or loss to the Contractor's or Subcontractor's tools and equipment.

12.12 Materials Stored Off Site: If payments are to be made for materials or equipment stored off the site or in a transit, and such materials or equipment are not covered by the property insurance policy, the Contractor shall effect and maintain similar property insurance on such materials and equipment.

12.13 Additional insured: The Owner, Architect, Engineers and other Consultants, and the Contractor, all by name, and all Subcontractors and Sub-Subcontractors categorically, shall be named as additional insured on all Contractor's policies required by this Section G-12.

12.14 The policy shall be endorsed to permit occupancy of the premises by the Owner.

12.15 Policies shall be open to the inspection of the additional insureds, and duplicate copies of policies shall be furnished to the additional insureds at their request.

12.16 Performance Bond and Payment Bond:

The Contractor shall furnish bond or bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Contract will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed to do business in the State of Minnesota, and on the current list of Company's Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

Furnish both AIA A312 Performance Bond and AIA A312 Payment Bond in the amount of 100% of the Contract Price.

Duly executed, notarized and updated Acknowledgments of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

12.17 Additional Insurance. Owner shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Owner may reasonably require for the protection of their interests or those of the public. In such event and at Contractor's cost, Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

12.18 Evidence of Insurance. Contractor shall promptly provide the Owner with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide the Owner with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Owner's Certificate of Insurance, or in such other form as Owner may reasonably request, and shall contain sufficient information to allow the Owner to determine whether there is compliance with these provisions. At the request of the Owner, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so requested, Insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the Insurer provide at least 30-day notice to the Owner prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agent shall certify that he/she has Error and Omissions coverage.

12.19 Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the Owner. Such acceptance by the Owner shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, the Owner shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to the Owner. If the Owner does not respond in writing within such 15-day period, Contractor's insurer(s) shall be deemed to be acceptable to the Owner.

12.20 Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, the Owner shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefore and to pay the cost thereof to Owner immediately upon presentation of invoice.

12.21 Loss Information. At the request of the Owner, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other Insured under Contractor's required policies) that may affect the amount of liability insurance available for the benefit and protection of the Owner

under this section. Such loss information shall include such specifics and be in such form as the Owner may reasonably require.

12.22 Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor.

Contractor hereby releases the Owner, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of the Owner or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor understands and agrees that it is solely responsible for determining whether the Release and Waiver under this section could impair any of its rights under its property policy(ies), and further, that it is solely responsible for effecting any revision(s) to permit such policy(ies) as may be necessary to permit such Release and Waiver.

**G-13 Ordination of Documents:** In the event of conflict in the Contract Documents, the priorities stated below shall govern:

13.1 Addenda shall govern over all other Contract Documents and subsequent Addenda shall govern over prior Addenda only to the extent modified.

13.2 Supplementary General Conditions (if permitted) shall govern over Contract General Conditions.

13.3 Contract General Conditions shall govern over all sections of the Specifications and any notation on the Plans. No other section of the specifications shall modify the Contract General Conditions.

13.4 In case of conflict between Plans, Specifications and Details, the Specifications shall govern.

Conflicts within the plans:

13.5.1 Schedules, when identified as such, shall govern over all other portions of the plans.

13.5.2 Specific notes shall govern over all other notes and all other portions of the Plans except the schedules described in 5a above.

13.5.3 Larger scale drawings shall govern over smaller scale drawings.

13.5.4 Figured or numerical dimensions shall govern. Dimensions obtained by scaling are permitted only when specifically noted.

13.5.5 In the event that provisions of codes, safety requirements, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

**G-14 Changes in Work:** If the Contractor wishes to make a claim for an increase in the Contract Price, it shall give the Owner written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed immediately with corrective measures following verbal notification to the Owner's authorized representative. No such claims shall be valid unless written notice is received by the Owner. Any change in the Contract Price resulting from such claim shall be authorized by change order.

Notice of claim: Written notice of a claim for additional compensation by the General Contractor will be given to the Owner and Owner's design consultant immediately when conditions differ significantly from the contract documents. Written notice will be given immediately for any such request that affects critical path schedule items as shown in the CPM schedule submitted by the Contractor and approved by the Owner and Project Architect. Contractor will clearly demonstrate how the critical path is affected in writing. There will be no additional

compensation paid by the Owner for any costs, overhead or otherwise, that result from an extension in time or the contract completion date.

14.2 Requests for extension of time for weather will be permitted only if the events leading to such claim exceed the 10-year monthly averages as published by the closest official NOAA data site. Contractor will be familiar with local weather to the extent that it applies to this project. Contractor will bear all project overhead costs due to project delays resulting in any extension of time due to weather.

14.3 Any change in project costs will be determined by one of the following methods:

**Method A** - The cost or credit to the Owner resulting from a change in the work shall be determined and mutually agreed upon in advance of performance of the change in work in one or more of the following ways:

A1. Material costs (indicating identifications, quantities, and unit prices) shall include all costs of transportation.

A2. Direct labor costs-indicating employee names, dates, hours and rates by trade.

A3. Actual increased or decreased insurance and bond premium costs payable by reason of change.

A4. Actual rental charges for rented equipment.

A5. Subcontracted costs including 10% markup in favor of the subcontractor. Work performed by subcontractors is computed as outlined in Items A1 through A4 and includes a maximum of 10 percent on behalf and in favor of first tier subcontractors.

A6. A maximum of fifteen percent (15%) of the total of Items A1 through A4 as compensation will be included on behalf of the Contractor for **all** other costs and expenses including administration and project overhead, bonds, insurance, profit, and supervision.

A7. All additional work shall be reduced to writing and agreed upon by the Owner and the Contractor prior to commencement of such work.

**Method B** - For changed work priced after the work has been completed, the actual costs of items A1 through A5 plus a maximum of seven percent (7%) of the actual costs as compensation for all other items, including but not limited to general and administrative overhead, project overhead including supervision, bonds, insurance accounting and profit. Invoices and time sheets signed by the Owner's representative are required for all materials and labor.

Method A Example: Contractor's direct work cost is \$2,200; and

Subcontracted direct costs are \$5,000

$\$5,000 \times 1.10 = \$5,500 =$  **Subcontractor total cost including 10% for Sub**

$\$5,500 + \$2,200 = \$7,700$

$\$7,700 \times 1.15 = \$8,855 =$  **Final Cost Including Contractor 15%**

**G-15 Product Delivery, Storage, and Handling:** Deliver, store and handle materials in a manner that will prevent damage. Store materials clear of the ground and protect from water and the elements. Protect finished surfaces from scratching and damage. Replace all damaged materials.

**Do not deliver materials** subject to damage unduly long before they are required in the work and suitable storage facilities are available on the site - especially insulation materials.

**Deliver** packaged materials in their original, unopened containers or wrapping with all Manufacturer's labeling **intact**.

**NO** Contractor materials are to be direct shipped to the Project unless the Contractor dispatches his personnel to the site for receipt and unloading. **County Staff cannot accept delivery for Contractor materials.**

**G-16 Use of the Site:** The existing buildings and structures on the site will be open and fully occupied by the Owner during the entire construction period. Contractor will fully coordinate all work with the Owner's representative regarding Owner's operations. The Contractor shall conduct his operations so as to permit safe and unimpeded access to all existing building entrances. Walks, driveways, entrances and hallways and all other areas to be used by the Owner and the public shall be maintained in a safe condition and shall be kept free and clear of Contractor equipment, materials and debris. All damage to existing grading, pavements, structures, landscaping and sod will be repaired and fully restored to prior condition upon project completion.

The Contractor shall cooperate with the Owner in the scheduling and execution of the work and use of the site, and he shall notify the Owner as far in advance as possible of the commencement of any work or operation which would interfere with the use of the existing building(s) or drives.

The Contractor's operations and storage of materials shall be confined to the areas agreed upon with the Owner. Fire lanes, loading dock and parking areas must be kept clear of contractor equipment and materials at all times. No vehicles can be left unattended in the loading dock or driveway areas.

The adjacent buildings and grounds may be under construction or occupied by the Owner during the entire construction period

**G-17 Protection:** The Contractor shall take all precautions to protect the Owner's property from damage during the work. If affected by contractor activities, including dust, electrical work, etc. all sensitive fire and security detection systems will be protected and maintained in 100% operating condition in occupied County facilities. All interruptions of services will be approved 48 hours in advance by and fully coordinated with the Owner. All interruptions of services will be approved 48 hours in advance by and fully coordinated with the Owner. For fire protection systems outages or Hot Works, Contractor will comply with Owner's Red Tag Permit process. Hot Works is defined as cutting and welding operations for construction/demolition activities that involve the use of portable gas or arc weld equipment, or involve soldering, grinding, or other similar activities producing a spark, flame, or heat. Any damage to the Owner's property due to this work shall be completely restored to its original condition at Contractor's expense. The Contractor shall provide **full** protection against dust, wind, storms, frost, rain, snow, heat, and cold to avoid injury to new materials, existing structures and building contents. The Contractor shall provide suitable barricades and covers during the progress of work.

**G-18 Recycling** - The Contractor will be responsible for knowing and complying with Federal, State and Local regulations pertaining to legal disposal of all construction and demolition materials.

Contractor shall submit a management plan for reuse and recycling of construction waste for approval by the owner, shall distribute the plan to the project superintendent or foreman and each subcontractor, and include the plan as a topic of discussion in a pre-construction conference and for worker orientation.

In addition to normal waste disposal, the Contractor will be required to recycle the following construction and demolition materials:

1. Wood, corrugated cardboard.
2. Metals – including banding, stud trim, ductwork, piping, rebar, roofing, other trim, galvanized sheetmetal, stainless steel, aluminum, copper, zinc, brass and bronze.
3. Concrete and concrete masonry units (CMU)
4. Bituminous pavements, Class V base, etc.

Approved Vendor: The Contractor will use the following vendor(s) for the above recycling efforts:

**Shamrock Recycling, Atomic or Veit, Co.**



Other vendors proposed by the Contractor and approved by the Owner that meet or exceed the current construction waste recapture and recycling demonstrated by above Contractor.

Contractor shall implement the approved construction waste management plan throughout the life of the contract.

Contractor shall submit delivery receipts that show the tonnages of all recycled materials.

**G-19 Sanitary Facilities:** Contractor will provide all portable sanitary facilities for the project.

**G-20 Warranty:** Unless otherwise noted in the specifications or drawings, all equipment, materials and workmanship will be warranted free from any defects for a period of 12 months from the date of acceptance by the County either at Substantial Completion or Project Completion. All roofing systems including metal and metal paint finishes will be warranted for a period of twenty (20) years for date of substantial completion. This warranty includes all parts, materials, transportation, labor, mileage, vehicle charges, and manufacturer charges to correct any problems or defects in workmanship that may develop within the warranty period. The Contractor will correct all deficiencies without cost or interruption of service to the Owner during the one year warranty period including temporary replacement of critical equipment should it become necessary to remove the equipment from the site.

**Warranty Bond:** NOT REQUIRED.

**G-21 Conflict of Interest:** Contractor is required to disclose whether any of its owners, directors, officers or principals is, or is closely related to any Owner's employee who has or may appear to have any control over the award, management or evaluation of the contract.

**G-22 Schedule:** A CPM (Critical Path Method) Schedule will be provided by the Contractor and approved by the Owner prior to start of any work.

Submit to the Owner and Architect a Critical Path Method (CPM) schedule for the project within 30 calendar days after notification of award of the Contract or at the preconstruction conference, whichever is earliest.

The schedule must show work activities in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the project period specified in the Bid Form and prior to the project completion date. Show the order and interdependence of activities and the sequence in which the work will be accomplished.

## 22.1 CRITICAL MILESTONES:

RFB Issued – April 8<sup>th</sup>, 2024

Pre-Bid Meeting – April 16, 2024 at 1:00 PM

Bids Due – April 26<sup>th</sup>, 2024

County Board Approval – June 11<sup>th</sup>, 2024

Project Start (Anticipated "NTP" with Bonds/Insurances in hand) – June 28<sup>th</sup> 2024

Substantial Completion – September 20<sup>th</sup>, 2024

Final Completion – September 30<sup>th</sup>, 2024

**\* NOTE: The above dates shall govern all other date references found within this RFB document.**

**Any changes to these dates supersede all other references.**

**G-23 Project Meetings:** The Contractor representative is required to attend a weekly construction status meeting at the site when scheduled by the Owner's representative. Contractor will provide detailed typewritten minutes of each meeting and provide one copy each to designated Owner's representatives. Project progress

will be included monthly on the Master Project CPM Schedule with the application for payment and submitted to the Owner. Biweekly work schedules will be provided at each meeting and attached to the minutes of each meeting.

**G-24 Standard Assurances:** See attached Attachment B for requirements pertaining to Non-discrimination, Data Privacy, Records Disclosure/Retention, Worker Health/Safety/Training and Prevailing Wages

**G-25 Scope of Work:** Dakota County Burnsville Library Boiler Replacements

A. General Scope: The attached specifications Exhibit "A" provide a minimum acceptable standard required by the Owner.

**Base Bid** is for all work referenced in the Bid Documents.

B. Work included: Provide all labor, materials, articles, equipment, incidentals, items, tools, services, methods, operations, skills in such quantities as may be necessary to complete the project within intent of the Contract Documents.

C. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Minnesota at the specified site. Manufacturer's specifications and instructions for specified products or approved equals become part of these specifications and all such instructions are to be followed accordingly.

**G-26 Submittals:** The Owner will provide an electronic submittal service for this project (Submittal Exchange).

#### 1.1 GENERAL

A. All required submittals will be made to the Owner and Architect for review and acceptance for inclusion in the project.

B. Submittals such as brochures, schedules, performance charts, etc. that show more than one item or piece of equipment will be clearly marked to show which item is being submitted for approval.

C. Each submittal will clearly show the following on a separate cover sheet:

1. Dakota County
2. Date submitted
3. Contractor's review signatures.
4. Contractor's/Subcontractor's name, telephone number, fax and email address.
5. Manufacturer's or Supplier's name and telephone number of contact person.

#### 1.2 SPECIAL SUBMITTALS FOR OWNER APPROVAL

A. Insurance Certificate(s) naming the Owner as additional insured.

B. Copy of Building Permit from local jurisdiction prior to start of any work on the project.

C. Copies of all special permits that may be required for the project.

D. Copy of Contractor's Safety and OSHA compliance plan. Contractor will have available on jobsite or post notice where the plan can be obtained.

E. Names of all Sub-Contractors and a complete list of all prevailing wages by labor codes and classes for each element of the project including work performed by the General Contractor. Prevailing wage compliance report is required at the start of the project.

### 1.3 SHOP DRAWINGS AND PRODUCT DATA

A. Form of Submittals: shop drawings, prints, brochures, catalog pages, cut sheets, schedules, etc.

B. Shop Drawings

1. All shop drawings will be drawn to scale and correctly dimensioned.

2. Will show all information needed to establish compliance with the Contract Documents and job conditions.

3. Will indicate any adjoining or incidental work in sufficient detail to show proper installation and connections.

C. Checking by Contractor: the Contractor will check each submittal, mark up if required, indicate his approval, sign and date before submitting each item to the Owner.

D. Resubmittals

1. Drawings and material returned "No Exceptions Taken" need not be resubmitted.

2. Drawings and materials returned "Make Corrections as Noted" need not be resubmitted unless resubmission is indicated on the item.

3. Drawings and materials returned "Revise and Resubmit" or "Rejected" will be revised as required and then resubmitted.

4. Review and approval of submittals by the Owner is only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. Any review by the Owner does not relieve the Contractor from any responsibility. Contractor will confirm all dimensions at the Project Site regarding information that pertains solely to the fabrication processes or to techniques of construction and for coordination of the work of all Trades.

### 1.4 FINAL SUBMITTALS

The Owner will retain an amount that the Owner deems acceptable from Contractor's final payment until the requirements of this section are fully met.

A. Operation and Maintenance Manuals - Two copies of all O & M information will be furnished by the Contractor and included with shop drawings and ALL project submittals at the time of submittal to the Architect. Contractor will provide all information on either 8½ by 11 or 11 by 17 inch paper. Do not punch any documents. Information will be unbound and unpunched and clearly marked and referenced by the bid document specification sections and drawings as O & M materials.

Contractor will furnish all operation and maintenance information necessary for the Owner to install, operate, maintain, repair or replace all components and equipment in the facility. Provide two complete sets, two originals or one original and one copy fully indexed.

Contractor and subcontractors will include operation and maintenance information as a line item value in their schedule of values submittal.

Deliver all operation and maintenance information to the owner at least eight weeks prior to any scheduled Owner training on new systems.

B. As-Built Record Drawings – One complete set – CAD – AutoCAD Version 2010 or newer.

Contractor and subcontractors will include as-built drawings as a line item value in their schedule of values submittal.

Contractor will maintain on site original tracking document – fully accessible to Owner. Contractor will coordinate monthly meetings with owner representative, architect, engineer and subcontractors to verify, update and track as-built changes.

As built drawings will include alternates, change orders and all other changes that record how the work was completed and what was installed.

As part of the substantial completion process the Contractor will conduct an as-built drawings turnover meeting with owner's representatives, architect, engineer and contractors. Missing or inaccurate information will be corrected prior to final payment.

C. IC – 134 – State Department of Revenue - required from each Contractor or Subcontractor that worked on the project. IC-134 Form and Instructions are found at

<http://www.taxes.state.mn.us/forms/ic134.pdf>

**G-27 Prevailing Wage Certified Payroll Submittal Requirements for Contracts \$25,000 or Greater:**

Certified weekly payroll reports are required to be submitted by all Contractors working on the project including the General Contractor and all Subcontractors or Sub-subcontractors beginning the first week that each contractor performs work on the project and for every week thereafter until each company has completed all project work. This includes all weeks that no work is performed. No work payroll reports are required to be submitted whenever there is a temporary break in any Contractor's work on the project.

27.1 Reporting Form - All reports are required to be submitted upon United States Department of Labor Form WH-347 - Payroll Certification and Form WH-348 - Statement of Compliance. One copy of all payroll reports will be submitted with a copy of each monthly application and certification for payment directly to the Owner's Project Manager. The formal application for payment will go directly to the Architect.

27.2 Numbering - Certified Payroll Reports must be numbered consecutively, including all no work periods.

27.3 Payroll retention - Every contractor and subcontractor will keep a complete set of their own Certified Payroll Reports and other basic records such as time cards for the project for at least 3 years after the project is completed.

27.4 Required information - The following information is required to be entered on each report:

Contractor or Subcontractor's full name and address.

The project name and number.

The payroll week ending date.

Name of each Contractor's employee working on the site.

Each employee must be classified in accordance with the prevailing wage code based on the type of work they perform. The prevailing wage rate for the employee's classification will be shown immediately above the actual rate paid to each employee.

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of his/her registration in an approved program. Apprentices and trainees are the only workers who can be paid less than the wage rate on the wage decision for their work classification. They must be registered in an approved

apprenticeship or training program. An approved program is one that is registered with the US Department of Labor (USDOL), Bureau of Apprenticeship and Training or with a State Apprenticeship Agency that is recognized by the USDOL.

If an employee works split classification, they must be listed once for each classification, distributing the hours of work accordingly and showing the rate of pay and gross wage for each classification.

The certified payroll report will state the regular and overtime hours worked on only this project showing both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the certified payroll report is prepared, those "other job" hours will not be reported.

Show the basic hourly rate of pay for each employee for this project including fringe benefits.

Include and list the overtime rate for all overtime hours are worked.

Show the gross amount of wages earned for work performed on this project including any payments to retirement.

Show the amounts of any deductions from gross earnings, "Other" deductions must be completely identified.

Net amount of wages.

Name, telephone number, fax and email address (if available) for person certifying the payroll report.

27.5 Employees that must be included in the reports – laborers and mechanics including anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.) apprentices, trainees, watchmen, guards, and traffic control personnel.

27.6 Working foremen or supervisors that regularly spend more than 20% of their time performing construction work are covered "laborers" and "mechanics" and will be included in the reports.

27.7 Exclusions - Anyone whose duties are primarily administrative, managerial or clerical are not laborers or mechanics. For example, office staff, time keepers, messengers, etc. Do not include employee addresses, social security numbers or child support information on any report.

**G-28** Architect (Engineer) of Record for this project is noted within the Contract Documents. The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until final payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified in writing by the Owner.

**G-29 Special allowances** – there are no special allowance amounts on this project including no allowances for custom lighting, nor other equipment. Refer to section G-13 Ordination of Documents.

**G-30 Substitutions:** Unless the particular specification prohibits substitution, contractors are encouraged to propose materials, products or equipment of comparable type, function and quality. Any cost or credit for substitute items shall be stated in writing on the Contractor's letterhead attached to the Bid Form. Contractors shall attach to the quotation form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item including descriptive literature, illustrations, performance and test data and any other information necessary for an evaluation. **The burden of proof that the substitution is equal or equivalent is upon the Contractor and in no way will affect the total bid/quote amount if rejected by the Owner.**

<p><b>G-31 Independent Construction Testing:</b> The Owner will provide and pay for all independent construction inspection and material testing required by local code and the Owner. Contractor will pay for all re-inspection or retesting required due to substandard materials or installation.</p>
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## **G-32 Special Conditions**

### **G-32.1- SUSPENDED / DEBARRED VENDOR REPORT:**

Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1) provides that: "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment."

Dakota County is a political subdivision of the State of Minnesota. Accordingly, no contractor listed on the State of Minnesota's "Suspended/Debarred Vendor Report" is allowed to perform work on the project. The Contractor and all associated subcontractors cannot be listed. Anyone on this list cannot bid this project.

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

## **G-33 Determination of Eligibility to Perform Contract Services**

Use of the site will require Owner provided background checks on all Contractor and Subcontractor employees to be on site for this project. Contractor will provide all necessary information to perform these checks. Any employee not passing the background checks will not be allowed on the site. Personnel will be provided contractor identification badge. Identification badge will be required to access the site. The background check process takes approximately 4 weeks from the day fingerprinting and forms are submitted by the Owner to the Bureau of Criminal Apprehension. All card access cards must be returned to the Owner at the end of the project. Any cards not returned will result in a fee of \$200 per card.

Upon receipt of all necessary background check information the Facilities Management Department will review the information and approve or deny the request to assign the Contractor Employee to the contract, based on the following criteria.

**"Conviction"** means a criminal conviction or an adjudication of delinquency for an offense that would be a crime if committed by an adult.

**"Felony"** means a crime for which a sentence of imprisonment for more than one year and a fine of more than \$3,000 may be imposed.

**"Gross Misdemeanor"** means any crime which is not a felony or misdemeanor, the maximum fine for which is \$3,000.00, and imprisonment for up to one year.

**"Misdemeanor"** means a crime for which a sentence of not more than 90 days or a fine of \$1,000.00, or both, may be imposed.

**"Petty Misdemeanor"** means a petty offense which is prohibited by statute, which does not constitute a crime, for which a fine of not more than \$100.00 may be imposed, unless the violation was originally a misdemeanor, whereupon the fine may not exceed \$200.00.

## COUNTY SECURITY REQUIREMENTS

County Facilities have controlled card and key access. Identification/access badges are required and will be provided in addition to any required keys to individuals who have completed the background check process.

Dakota County requires all contractors who will be working in areas with Criminal Justice Information (CJI) to be part of the Minnesota BCA Vendor Screening Program. The Dakota County Project Manager will know whether CJI data is present in the area. Depending on the work, some companies may need to be part of the program while other companies working on the same project do not. Contractors will be provided further instruction by the project manager.

### Obligations of the Contractor

- A. Security.** The contractor shall take all reasonable precautions to maintain security and confidentiality of information found throughout County Facilities and to ensure that individuals who may pose a security risk do not gain access to County Facilities.
- B. Background Investigation.** Prior to being given keys or an identification badge, each contractor working in County Facilities will be processed through a state of residency and national fingerprint-based background check. Below are outlined the acceptable options for completing this background check.

If a company is already part of the Minnesota BCA Vendor Screening Program, please provide the CJI training completion certificate for everyone needing an access badge along with their photo and consent forms. For contractors who will be working in CJI areas, please sign up for the Minnesota Vendor Screening Program by emailing [BCACJSSATscreening@state.mn.us](mailto:BCACJSSATscreening@state.mn.us). The sign-up process along with the background checks will take 4-10 weeks

For contractors needing an access badge who will not be working in CJI areas, provide the below information to the County Project Manager to process the Contractor through the County's background check process with the Minnesota Bureau of Criminal Apprehension (BCA). The contractor shall use forms approved by the County for the release of criminal history, documentation for each contractor to be processed is required. Contact the County Project Manager for approved forms and process details. If the contractor is not working in a CJI area but is already part of the MN BCA Vendor Screening program, they may follow the same steps as though they are working in a CJI area to receive a badge.

- a. A release of information to the County of criminal history for each contractor employee.
  - b. A valid fingerprint card, taken expressly for the purpose of this background check. Contact the County Project Manager for times and locations to receive a fingerprint card from the County or work through a local police or law enforcement department.
  - c. Background Check process takes 3-5 weeks from submission of documentation for completion.
- C. Identification Badge.** Each contractor is required to possess on their person a valid County issued identification badge for that Contractor to work within County Facilities. Identification badge shall be issued upon successful completion of the background check process. Identification badge will include a color photograph of the Contractor and the signed Tennessee. Contractors may submit their own photos of their employees if it meets the following requirements:
- Clear Photo starting from the collarbone to above the head with a professional appearance.
  - Solid Background
  - The full face should be visible without obstructions or shadows in the photo.

For contractors unable to provide pictures, photos can be taken by County staff at the following location:

1. **Hastings:** Facilities Management Office located in the County Administration Center, 1590 Hwy. 55 Hastings MN 55033.

**D. Eligibility.** A contractor employee is **NOT** eligible for a County identification badge if the contractor employee's background check shows the following criminal history.

1. Any Felony conviction.
2. Gross Misdemeanor conviction within the last seven years.
3. Misdemeanor conviction within the last four years involving any of the below:
  - i. Alcohol or Drug abuse/possession
  - ii. Insufficient funds and check fraud.
  - iii. Violence
4. Individuals with a Felony conviction will not be able to receive an access badge however, individuals with a Gross Misdemeanor or Misdemeanor may ask the Dakota County Project Manager to speak to the Dakota County CSO to grant approval of an access badge.
5. The contractor shall immediately notify the County, as soon as the contractor has knowledge, of any disqualifying conviction of an employee of the contractor who possesses a County issued identification badge. The contractor shall immediately return such employee's County issued identification badge to the County Project Manager and shall deny such employee any further access to County Facilities.

Security Requirements R11-27-2018

### **END OF GENERAL CONDITIONS**

## **Scope of Work**

**The Scope of Work, Drawings, Photo's, and Other information is included in a separate document labeled EXHIBIT"A"**

### **PAYMENTS:**

#### **A. BILLING AND PAYMENTS**

1. See Sample Contract. Attachment D.
2. PAYMENT OF SERVICES

The contractor shall submit an invoice reflecting all services performed or provided based on the prices submitted on the quote form. Send invoices to:

[facilitiesinvoices@co.dakot.mn.us](mailto:facilitiesinvoices@co.dakot.mn.us) or  
Dakota County Facilities Management  
1590 Highway 55  
Hastings, MN 55033

#### **B. NONPERFORMANCE**

See Sample Contract. Attachment D.

#### **C. TERMINATION**

See Sample Contract. Attachment D.

**BID FORM FOLLOWS THIS PAGE**



# Bid Form

*(Pages 25 to 30, and 51 to 53 of the Bid Form must be completed)*

---

BID FOR: **Dakota County Burnsville Library Boiler Replacements**

BID OF: \_\_\_\_\_ (Full corporate name)

ADDRESS: \_\_\_\_\_

COUNTY, STATE, ZIP: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Name of Company Representative (Project Manager): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

This is a bid for the Dakota County Burnsville Library Boiler Replacements in accordance with the attached specifications Exhibit "A" that were submitted with this Bid and upon which this Bid is made. An amount is required for each item.

**BASE BID:** Total dollar amount to provide all work per attached bid documents.

**TOTAL LUMP SUM BID:** \$ \_\_\_\_\_.

Amount in writing: \_\_\_\_\_

\_\_\_\_\_

In submitting this bid, it is understood that Dakota County reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation. Failure to enter into a contract with Dakota County to perform the services for which the bid is submitted within fourteen (14) calendar days following receipt of notice of bid award and a contract, shall result in forfeiture of the five percent (5%) bid bond or bid security to Dakota County as liquidated damages.

**Submit this form as part of the Bid, Proposal or Quote response.**

By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in the Instruction to Bidders and General Specifications and drawings. The undersigned agrees if awarded the contract to complete the contract within 100 calendar days from the date of written Notice to Proceed by the County.

Indicate Addenda received: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title of Authorized Agent

\_\_\_\_\_

Date

Designated person to be contacted for contract administration in the event of an award:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

CHECK BOXES BELOW INDICATING THAT BIDDER AGREES AND ACKNOWLEDGES THAT:

- A Bid Security in the amount of five percent (5%) of the Bidder's Bid Price is enclosed with this bid.
- The Bidder acknowledges receipt of Addendum Number(s): \_\_\_\_\_
- The Bidder has signed and attached the Non-Collusion and Conflict of Interest Statement, ATTACHMENT E Trade Secret Information Form, and ATTACHMENT F Responsible Contractor Certificate.
- In submitting this bid, it is understood that Dakota County reserves the right to reject any or all bids.
- If awarded the Contract, the undersigned agrees to execute the required Performance Bond and/or Labor and Material Payment Bond. Performance Bonds are required for all project awards \$100,000 or larger. Labor and Material Payment Bonds are required for all project awards \$100,000 or larger.
- Failure to enter into a contract with Dakota County, to perform the services for which the bid is submitted within fifteen (15) working days following receipt of notice of bid award and a contract, shall result in forfeiture of the five percent (5%) bid bond or bid security as liquidated damages.
- By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in the Instruction to Bidders, Background, Specifications, Attachment A - Insurance Terms, Attachment B – Standard Assurances, and Non-Collusion and Conflict of Interest Statement.

**Submit this form as part of the Bid, Proposal or Quote response.**

BID SUBMITTED BY:

\_\_\_\_\_

Name of Firm (type or print)

\_\_\_\_\_

Address

\_\_\_\_\_

Telephone

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Name (Type or print)

For Corporations

\_\_\_\_\_ Corporate Seal affixed

\_\_\_\_\_ Bidder's corporation

does not employ a seal

State of Incorporation: \_\_\_\_\_

For Partnerships

Signatures of Partners:

By: \_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and Address (Type or print)

By: \_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and Address (Type or print)

Registration and Good Standing: All responders must be in compliance with Minnesota law governing transaction of business in the [State of Minnesota](#). Upon award of the contract, the County will verify compliance prior to contracting.

**Submit this form as part of the Bid, Proposal or Quote response.**

## References

Please list below up to three references for whom similar work was conducted within the last 5 years.

Name of Organization \_\_\_\_\_

Name of Individual/Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_ Year Work Performed \_\_\_\_\_

Brief description of work performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Organization \_\_\_\_\_

Name of Individual/Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_ Year Work Performed \_\_\_\_\_

Brief description of work performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Organization \_\_\_\_\_

Name of Individual/Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_ Year Work Performed \_\_\_\_\_

Brief description of work performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Submit this form as part of the Bid, Proposal or Quote response.**

**Non-Collusion and Conflict of Interest Statement**

Please print or type (in ink)

CONTRACTOR NAME: \_\_\_\_\_ FEDERAL TAX ID NUMBER: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ email: \_\_\_\_\_

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty or perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any County employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or
2. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

\_\_\_\_\_

Authorized Signature Title Date

You are advised that according to Dakota County Board Resolution 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

**Submit this form as part of the Bid, Proposal or Quote response.**

**Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.)  
require a 'WET' signature or DocuSign Electronic signature**

V.7 Revised: MMH (06-19)

# ATTACHMENT A

## INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

### APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation.

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

- Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

- 3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

- 4. Automobile Liability.

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

- Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

- 5. Network Security and Privacy Liability.

*Network security and privacy liability* insurance, including first-party costs, for any breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

- 6. Evidence of Insurance.

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.



7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

8. Release and Waiver.

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23

## ATTACHMENT B

### STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY**. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA.

Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects. In accordance with Minn. Stat. § 471.345, subd. 7 and Dakota County Board Resolution No. 95-55.

9. **BOND FOR G/HVACR CONTRACTORS.** In accordance with Minn. Stat. § 326B.197, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor's failure to comply with the requirements of the State Mechanical Code.

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)

# ATTACHMENT C

## DAKOTA COUNTY PREVAILING WAGES FOR COUNTY FUNDED CONSTRUCTION PROJECTS OVER \$25,000

---

**Construction Type: Commercial**

**County Number: 19**

County Name: DAKOTA

Effective: 2023-12-26

This project is covered by Minnesota prevailing wage statutes. Wage rates listed are the minimum hourly rates to be paid on this project. Wages rates can be found at [http://workplace.doli.state.mn.us/prevwage/commercial\\_data.php?county=19](http://workplace.doli.state.mn.us/prevwage/commercial_data.php?county=19)

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to: Dakota County Capital Project Management

Attn: Jay Biedny

1590 Highway 55 Hastings, MN 55033

(651) 438-4350

# ATTACHMENT D

## SAMPLE

Dakota County Contract #DCA

### CONTRACT BETWEEN THE COUNTY OF DAKOTA AND [CONTRACTOR] FOR [SERVICE]

This Contract (Contract) is made and entered into between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department (County) and , , MN (Contractor). Contractor and County are collectively referred to herein as the "parties" and individually as "party."

**WHEREAS**, the County requires equipment and services, labor, and materials for [concise description of services], as identified in the County's Request for Choose an item. (Choose an item.) dated [date of RFP/RFQ], attached and incorporated as Exhibit 1.

**WHEREAS**, Contractor represents and covenants it can and will perform and supply the necessary equipment and services, labor and materials according to the terms and conditions stated in this Contract and as expressed in the Contractor's Choose an item., dated , ("Contractor's [quote/bid/response]") attached and incorporated as Exhibit 2.

**NOW, THEREFORE**, the parties agree as follows:

#### 1. TERM

This Contract is effective and enforceable [on of the date the last party executes this Contract or a specific/future date] ("Effective Date") and expires on [expiration date] or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first, unless earlier terminated by law or according to the provisions of this Contract.

#### 2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the equipment and services, labor, and materials generally described in the Choose an item. and Contractor's [quote/bid/response] (collectively, "Services").
- 2.2. Conformance to Specifications. The Services shall be in accordance with the criteria and specifications set out in Exhibits 1 and 2. Contractor represents and covenants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].
- 2.4. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.

- 2.5. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.6. Changes in Policy or Staff. Contractor shall provide notice of any staffing changes that may affect its performance under the Contract. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.7. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor's business, to continue Services under the Contract the Contractor must receive written consent from the County permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor's successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

### 3. PAYMENT

Total Cost. County will pay Contractor a total amount not to exceed [Maximum Amount] and [cents]/100 Dollars (\$[Dollar Amount]) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.

- 3.1. Compensation. The County shall pay for Services in the fixed amounts set out in the Contractor's [quote/bid/response]. [Use if contract will be available to others through the State of Minnesota Cooperative Purchasing Venture] For purchases made in accordance with the pricing stated in the State of Minnesota Cooperative Purchasing Venture, or similar cooperative purchasing ventures, the pricing stated herein, based on the cooperative purchasing contract in effect on the date of execution of this Agreement, shall control during the term of this Agreement notwithstanding the expiration of, termination of or changes to the cooperating purchasing contract.
- 3.2. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which the County receives the Contractor's invoice. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the County receives the Contractor's invoice. The County will pay Contractor within 35 calendar days after the date on which the County receives the corrected invoice.

[Standard G-paragraph]: See Section G-11 in Exhibit 1]

[Parks G-paragraph]: See Section G-8 in Exhibit 1]

- 3.3. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date the Contractor performed the invoiced Services.
- 3.4. Payment for Disputed or Unauthorized Claims or Services.
  - A. The County may refuse to pay any invoiced Services or claims that are not expressly authorized by this Contract.
  - B. Payment of an invoice does not prevent the County from disputing the invoiced Services. Payment of a claim or invoice is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
  - C. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract.
  - D. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. The County shall notify Contractor of any incorrect, defective, or otherwise improper invoice within 10 calendar days after the date on which the audit or inspection results are received by the County. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received. For all other invoices, the County shall pay Contractor within 35 calendar days after the date on which the County receives the audit or inspection results.
  - E. The County may offset any overpayment or disallowance of any invoice by reducing future payments.

3.5. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.

#### 4. COMPLIANCE WITH LAWS/STANDARDS

4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, codes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as **Exhibit Attachment [and Section G-24 in Exhibit 1] [(Parks) and Section G-18 in Exhibit 1]**. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota, or U.S. District Court, District of Minnesota.

4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required for the provision of the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within five (5) calendar days of such change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with section 18, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

#### 5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

**[Standard G-paragraph:** See Section G-10 in Exhibit 1. **Also contained in Exhibit 1; Attachment**

**[Parks G-paragraph:** The provisions of Section G-7 of Exhibit 1 supplement, but do not displace this paragraph.]



## 6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
  - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
  - C. Nationally or internationally recognized overnight courier, with tracking service, with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
  - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept or respond to the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

## 7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegateses', actual or alleged:
- A. Intentional, willful, or negligent acts or omissions; or
  - B. Actions or omissions that give rise to strict liability; or
  - C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract;

whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

The Contractor's duty to defend the County is not contingent upon a finding of liability or wrongdoing on the part of the Contractor. Rather, the Contractor's duty to defend the County arises whenever an allegation is made—whether in a formal lawsuit or otherwise—that the County is liable to a third party as a result of the conduct of the Contractor. The duty to defend includes, but is not limited to, the Contractor retaining and paying directly legal counsel for the County chosen solely and exclusively by the County in the County's sole discretion.

7.2. Limitations. **[Only use if contract is for building or construction:** Contractor's obligation to indemnify or hold harmless the County, its officers, agents, and employees for liability or claims of liability arising out of bodily injury to persons or out of physical damage to tangible or real property shall apply to the extent such damages and injury are attributable to the negligent acts or omissions of Contractor, or Contractor's independent contractors, agents, employees, or delegates.] This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws shall govern the liability of the County. This indemnity provision shall survive expiration or termination of this Contract.

7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:

A. any demand, action, suit, or proceeding against the party providing Notice; or

B. any event or fact that may give rise to indemnification under section 7.1 by Contractor.

7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County from undertaking control of the defense.

7.5. The language used in this section shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.

7.6. **[Parks G-paragraph:** The provisions of Section G-6 of Exhibit 1 supplement, but do not displace this paragraph.]

## 8. **INSURANCE**

Contractor shall maintain policies of insurance as set forth in **[Exhibit Attachment ]**, and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

**[Standard G-paragraph:** See Section G-12 in Exhibit 1]

**[Parks G-paragraph:** See Section G-9 of Exhibit 1. **Also contained in Exhibit 1; Attachment]**

## 9. SUBCONTRACTING

- 9.1. ***Subcontracting Generally Prohibited.*** Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. ***Permitted Subcontracting.*** Contractor may subcontract with the Subcontractors identified in Contractor's [quote/bid/response] or as permitted by the County in writing, subject to the following:
- A. Contractor shall be responsible for the performance of its Subcontractors.
  - B. All Subcontractors shall comply with the provisions of this Contract.
  - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. ***Notice to County.*** Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Contractor must provide such Notice no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. ***Payment of Subcontractors.*** This provision is required by Minn. Stat. §471.425. Contractor shall pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. ***A violation of any part of this section is a material breach of contract.***

## 10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

## 11. DEFAULT

- 11.1. ***Notice of Default.*** Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a Default giving rise to the right to terminate for cause unless and until Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the Default and cure period, if any.
- 11.2. ***Cure Period.*** The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified Default. If an opportunity to cure is given, it must be specifically described in the Notice of Default.
- 11.3. ***Withholding Payment.*** Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified Default is excused or cured, or the Contract is terminated.

## 12. TERMINATION

- 12.1. Termination Without Cause. The County may terminate this Contract without Cause by providing 30 calendar days' Notice of Termination to the Contractor.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
  - B. Failure to perform Services or provide payment within the time specified in this Contract;
  - C. Failure to perform any other material provision of this Contract;
  - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
  - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
  - B. Complete performance of any work that is not discontinued by the Notice of Termination.
  - C. Cooperate with County with any transition of Services.
  - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
  - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
  - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.

G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

12.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor for Services satisfactorily performed in accordance with section 3.3 of this Contract.

12.7. Effect of Termination for Cause or without Cause.

A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately perform, the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in [Exhibit 3 or Exhibit 1; Attachment ] [(Parks) and Section G-18 in Exhibit 1] (Standard Assurances) and the indemnity provisions of section 7.

B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

### 13. CONTRACT RIGHTS/REMEDIES

13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.

13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

### 14. AUTHORIZED REPRESENTATIVE

14.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

**To the Contractor:**

[Name]

[Title]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

**To the County:**

[Name]

[Title]

[Department]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

14.3. In addition, notification to the County regarding breach or termination shall be provided to:

Dakota County Attorney's Office  
Civil Division  
1560 Highway 55  
Hastings, Minnesota 55033

**15. LIAISON**

14.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: [Name]	County Liaison: [Name]
Telephone: [Telephone Number]	Telephone: [Telephone Number]
Email Address: [Email Address]	Email Address: [Email Address]

14.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

**16. OWNERSHIP OF WORK PRODUCT**

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the Works, including all copyrights therein.

**17. AMENDMENTS**

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

**18. SEVERABILITY**

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

## 19. WARRANTY

Contractor expressly warrants that all goods, products and workmanship provided under this Contract shall conform to the County's specifications as described in this Contract. Contractor shall replace any non-conforming goods and products and remedy any defects in the work and pay for any damage to other work resulting from the non-conforming work, at its own expense, and pay for any damage to other goods or products resulting from the non-conforming goods, work or products, that shall appear within a period of TWELVE MONTHS from the date of final acceptance by County of the goods, work or products.

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the final products and work by the County shall constitute an acceptance of work not done in accordance with the Contract or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The County will give notice of observed defects with reasonable promptness.

[Standard G-paragraph: See Section G-20 in Exhibit 1]

## 20. MERGER

- 20.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 20.2. Exhibits. The following Exhibits **and addenda (delete if no addenda)**, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – County's Request for  dated Enter Date

Exhibit 2 - Contractor's Response to Request for  dated [Enter Date]

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

- 20.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits **and addenda**, including all attachments. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, **Exhibit 2**.

## 21. CONFIDENTIALITY

- 21.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.

- 21.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 21.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor’s performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 21.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.
- 21.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data is available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 21.6. This section survives expiration or termination of this Contract.

## **22. ELECTRONIC SIGNATURES**

Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

## **23. CONTRACT INTERPRETATION AND CONSTRUCTION**

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

## **24. WAGE WITHHOLDING TAX**

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled “Withholding Affidavit for Contractors”) satisfies this requirement with respect to the Contractor or subcontractor.



**IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.**

**COUNTY OF DAKOTA**

**CONTRACTOR**

*(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)*

By: SAMPLE

By: SAMPLE

\_\_\_\_\_  
[Name, Title]

\_\_\_\_\_  
Signature

[Department]

Date of Signature: SAMPLE

SAMPLE

\_\_\_\_\_  
Title

Contract Number: C00

Date of Signature: SAMPLE

**APPROVED AS TO FORM:**

\_\_\_\_\_

Assistant Dakota County Attorney/Date

KS-

Dakota County Board Resolution:

## ATTACHMENT E

### Trade Secret Information Form

The following form must be provided by Responder to assist the County in making appropriate determinations about the release of data provided in Responder's bid or proposal.

**All responders must select one of the following boxes:**

- My bid/proposal **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- My bid/proposal **does** contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**  
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**  
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
  2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

**Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.**

**Submit this form as part of the Bid, Proposal or Quote response.**

---

Authorized Signature

Title

Date

Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.) require a 'WET' signature. Digital signatures are NOT accepted.

Revised: 6/28/2018

## Language to be inserted in ALL SOLICITATIONS

### Public Records and Requests for Confidentiality

Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submitted a timely bid/proposal to Dakota County will be public once opened. All other information remains private until Dakota County has completed negotiating a contract with the selected Responder. After a contract has been negotiated, all information received is public information except "trade secret" information as defined in Minnesota Statutes Section 13.37. All information submitted by a Responder therefore shall be treated as public information by Dakota County unless the Responder properly requests that information be treated as a confidential trade secret at the time of submitting the bid/proposal.

Any request for confidential treatment of trade secret information in a Responder's proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by Dakota County concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form. Dakota County reserves the right to make the final determination of whether data identified as confidential trade secret by a Responder falls within the trade secret exemption in the Minnesota Government Data Practices Act.

The envelope or mailing container of any documents submitted with the proposal that the Responder believes contain confidential trade secret information must be clearly marked as containing confidential trade secret information. Each page upon which trade secret information appears must be marked as containing confidential trade secret information.

In addition to marking the documents as confidential, the Responder must submit one paper and one digital copy of the proposal from which the confidential trade secret information has been excised. The confidential trade secret information must be excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible.

The Responder's failure to request confidential treatment of confidential trade secret information pursuant to this subsection will be deemed by Dakota County as a waiver by the Responder of any confidential treatment of the trade secret information in the bid or proposal.

Requests by the public for the release of information held by Dakota County are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Responders are encouraged to familiarize themselves with these provisions prior to submitting a proposal.

By submitting this bid or proposal, Responder agrees to indemnify and hold the County, its agents and employees, harmless from any claims or causes of action relating to the County's withholding of data based upon reliance on the representations that the information is a trade secret as defined in Minnesota Statutes Section 13.37 and therefore is not public, including the payment of all costs and attorney fees incurred by the County in defending such an action.

*Revised: 6/22/2018*

**ATTACHMENT F**  
**STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE**  
Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, \_\_\_\_\_, \_\_\_\_\_  
*(typed or printed name)* *(title)*

certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

\_\_\_\_\_  
*(name of the person, partnership or corporation submitting this proposal)*

\_\_\_\_\_  
*(business address)*

Signed: \_\_\_\_\_  
*(bidder or authorized representative)* *Date*

*Responsible Contractor Certificate (RCC) 1/1/2015*

**SIGNATURES ON YOUR BID/PROPOSAL/QUOTE RESPONSE (NON-COLLUSION, TRADE SECRET, BID/PROPOSAL/QUOTE FORMS, ETC.) REQUIRE A 'WET' SIGNATURE. DIGITAL SIGNATURES ARE NOT ACCEPTED.**

**Submit this form as part of the Bid response.**