



# **REQUEST FOR BID FOR DAKOTA COUNTY**

**Caponi Art Park Restoration Phase I**  
City of Eagan – Parks Department  
Dakota County Parks - Natural Resources Department

**Release Date:** 7/3/2025  
**ADDENDUM (red text):** 7/14/2025

**Bid Submission:**  
Bids may be submitted **electronically** to [parksbids@co.dakota.mn.us](mailto:parksbids@co.dakota.mn.us) before the submission deadline.

**-OR-**

**Bids may be mailed to:**

Dakota County Western Service Center (WSC)  
Physical Development Division (3<sup>rd</sup> floor)  
Attn: Christian Klatt  
14955 Galaxie Avenue  
Apple Valley, MN 55124

**-OR-**

**Bids may be hand delivered to the bid opening.**

**Submission Deadline and Bid Opening:**

7/18/2025 by 1:00 pm  
Western Service Center Room 334

**REQUIRED Pre-bid Site Meeting:**

7/9/2025 at 1:00 pm  
Caponi Art Park  
1220 Diffley Rd, Eagan, MN 55123

For additional information please contact:  
Christian Klatt, Natural Resources Specialist  
[christian.klatt@co.dakota.mn.us](mailto:christian.klatt@co.dakota.mn.us), 952-891-7947

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### **INTRODUCTION AND PROJECT DESCRIPTION**

Dakota County, on behalf of the City of Eagan, plans to restore and enhance approximately 36 acres of oak forest and savanna habitat within Caponi Art Park in central Dakota County. The proposed project area is divided by Diffley Road into northern and southern units and surrounded by suburban housing to the east, south and west. This park provides connectivity with Patrick Eagan Park, a larger open space of oak woodland and wetlands to the north. The Park consists of natural oak woodlands and forests on steep slopes and terraces above Quigley Lake on the southwest portion of the property, and art installations and public amenities are dispersed throughout the Property. Historically public land survey records indicate that during pre-settlement conditions, much of the Park consisted of oak woodlands. Current restoration goals are to remove woody invasive trees and shrubs to restore vegetative cover consistent with the following MN DNR Native Plant

Community classes: Dry-Mesic Oak Forest (MHs37) in the North Units 1 & 2, Dry-Mesic Oak Woodland (FDs37) on southern and western aspects of the South Units, and oak savanna (UPs14 & UPs24) in Unit 8 adjacent to Diffley Rd.

Present day site conditions consist of relatively intact forest cover, with some compositional changes since pre-settlement. Decreases in pioneer tree species such as paper birch, and reduced abundances of younger age classes of oak are due to reduced recruitment of these species in shady, closed canopy conditions. Areas such as Unit 8 that previously had more diffuse canopies have experienced afforestation with significant increases in red cedar filling the understory and reaching the canopy. In the shrub layer, buckthorn and exotic honeysuckles are abundant throughout the Park, but with different age classes due to historic removal efforts. Garlic mustard is the predominant introduced herbaceous species.

## **SCOPE OF SERVICES**

The scope of restoration activities within this contract include the following:

- 100% removal of all exotic trees and shrubs
- Removal of cut woody material from site, either by burning or hauling offsite. Burn piles are to be placed on areas with low erosion potential (flat areas) that do not threaten existing infrastructure and art installations.
- Removal of exotic herbaceous vegetation such as garlic mustard from all units
- Unwanted native trees will also be removed from many of the units including red cedar, boxelder, ash, walnut, cottonwood, and others. Follow specific directions per unit.
- Extreme caution will be needed on steep slopes and hand work only will be allowed on slopes > 20% grade.
- This work is subject to prevailing wage regulations (Attachment H)

All species listed in Attachments B and C will be controlled in all units as directed in both the woody and herbaceous species tables. Additionally, tree removal specifications for some units are outlined in Unit Work Specifications below.

Forestry mowing is prohibited on steep slopes and within sensitive areas depicted on unit maps – all invasive shrub removal and subsequent stump treatment is to be completed with hand tools in these areas.

## **INVITATION FOR BIDS**

1. Sealed bids for restoration of “Caponi Art Park Restoration Phase I” will be received either electronically at [parksbids@co.dakota.mn.us](mailto:parksbids@co.dakota.mn.us) (electronic submittal is preferred) or by mail/hand-delivery at the Western Service Center, Parks Department, Natural Resources Program, 14955 Galaxie Avenue, Apple Valley, MN, 55124, attn.: Christian Klatt, Natural Resources Specialist, until 1:00 p.m. local time on 7/18/2025. Bid opening will immediately follow in Conference Room 334.
2. Bids will be based upon this invitation, the attached contract documents, general conditions, supplemental or special conditions, project scope, specifications, drawings and requirements. Single bids will be received for the total work.
3. Bids will 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 shall furnish a Performance Bond and a Labor and Material Payment Bond each in an amount equal to the total bid. Original bid bonds are not required; however the authenticity of bonds will be verified immediately following the bid opening.
6. The Owner reserves the right to reject any or all bids received, waive any informalities and irregularities in the bidding or bids received, and accept any Alternate Bids (if applicable) in any order, number, or combination between the same or different bidders, together or separate from any Base Bid.

7. Bids may not be withdrawn for a period of forty-five (45) days after the opening.
8. All questions regarding this project will be directed to the attention of Christian Klatt, Natural Resources Specialist at 952-891-7947 or emailed to [christian.klatt@co.dakota.mn.us](mailto:christian.klatt@co.dakota.mn.us).

**DAKOTA COUNTY  
PARKS DEPARTMENT  
INSTRUCTIONS TO BIDDERS**

1. By submitting a bid, the bidder represents that it has read and understands the contract documents and that the bid is for a complete project.
2. By submitting a bid, the bidder further represents that it has 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. The 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 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 County on the terms stated in the bid and will furnish bonds as hereunder described covering the faithful performance of the Contract and the payment of all obligations arising thereunder.
6. Performance and Payment Bonds: If awarded a Contract, 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 issuing the bonds 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 a copy of bonds to the County's Project Manager on or before the submission deadline. Provide original bonds at the request of the Project Manager following the bid opening.
7. Availability of Site: The site will be available for restoration activities immediately upon execution of the Contract and Contractor's receipt of the Notice to Proceed from the County.
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 by the County to verify bidder qualifications to complete the work.  
  
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 shall include in the amounts all state excise, use or sales tax on materials, supplies, and equipment to be provided by contractors and subcontractors, if any, 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 County in the written "Notice to Proceed" and to complete the Project within the contract time stated in the Bid Form or contract.
11. Laws and Regulations: By submitting a bid, the bidder acknowledges that all applicable federal and 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, rules, regulations and ordinances including OSHA regulations, Equal Employment and non-discrimination requirements.

12. Permits, Licenses and Fees: Contractor shall obtain all necessary permits and licenses required by federal or state law and municipal ordinances. Required permits and licenses may include: Aquatic Plant Removal and Transplant Permits (MNDNR), Commercial Pesticide Applicator's License (MDA), Burn permits and variances (Local and MNDNR).

13. Bid Form:

- a. Complete and submit one copy of the Bid Form.
- b. Fill in all blanks on the Bid Tab spreadsheet electronically. Be sure to add all costs in right column and at the bottom of each section where it says "Subtotal".
- c. Prepare and **include all required submittals** listed on page 10.
- d. For paper bids, initial any alteration, correction or deletion to the bid, and in case of a corporate bidder, by a duly authorized officer, prior to submission of bid. Bid will be rejected if changes are not correctly initialed.
- e. Bids will be received for the specified material and equipment only.
- f. 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.
- g. Do not insert any conditions not contained in the Contract Documents unless the specifications indicate that alternative materials, equipment, or methods will be considered.
- h. Dakota County may reject any or all bids received, waive any informalities and irregularities in the bidding or bids received, and accept any Alternate Bids (if applicable) in any order, number, or combination between the same or different bidders, together or separate from any Base Bid.
- i. Include the date the bid was signed by the bidder.
- j. Any unopened bid may be withdrawn by the bidder prior to the scheduled time for opening of bids or authorized postponement thereof.
- k. Indicate any addendum received on the Bid Form spreadsheet. If none - write "**none**."
- l. Submit the bid package, including the Bid Form, spreadsheet and required submittals on or prior to the stated bid time and date. Either:

Submit bid documents in a sealed envelope **clearly labeled –**

**"SEALED BID ENCLOSED – Caponi Art Park"**

-or-

Submit bid package electronically to [parksbids@co.dakota.mn.us](mailto:parksbids@co.dakota.mn.us) with the following subject line:

**"SEALED BID ENCLOSED – Caponi Art Park"**.

**A. Contact Person**

The Contractor's sole point of contact for this RFB is:

Christian Klatt, Natural Resources Specialist  
Dakota County Parks Natural Resources Department  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
[christian.klatt@co.dakota.mn.us](mailto:christian.klatt@co.dakota.mn.us)  
Phone: 952-891-7947

**B. Questions**

Questions regarding this RFB must be submitted by email and must be received no later than Monday July 11<sup>th</sup>, 2025.

**C. Addenda/Clarifications**

Any revisions or modifications to the RFB shall be made by County staff in a written addendum and posted on the County's website at Doing Business – Request for Bids, Proposals and Information at <http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx>. No verbal modification will be binding.

**D. Examination of Proposal Documents**

By submitting an RFB, the Contractor represents that he or she has thoroughly examined and become familiar with the work required under this RFB and that he or she is capable of performing quality work to achieve the objectives of this RFB.

**E. Pre-Contractual Expenses**

Pre-contractual expenses are expenses incurred by the Contractor in: 1) preparing its Bid in response to this RFB; 2) submitting that Bid to the County; or 3) any other expenses incurred by the Contractor prior to the date of execution of the proposed contract. The County shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractors in the preparation of their Bids. Contractors shall not include any such expenses as part of their Bids.

**F. Contract Award**

Issuance of this RFB and receipt of bids does not commit Dakota County to award a contract. Dakota County reserves the right to postpone Bid review at its own convenience, to accept or reject proposals based on evaluation of the submitted information, to accept other than the lowest cost proposal, to negotiate with other than the selected Contractor should negotiations with the selected Contractor be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFB.

**G. 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 bid/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 G. 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 bid/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 bid/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/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 bid/proposal.

By submitting this bid/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.

Public Data Requests can be submitted on the County's website:

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

#### **H. Joint Offers**

Where two or more Contractors desire to submit a single Bid in response to this RFB, they should do so on a prime-subcontractor basis rather than as a joint venture. Dakota County intends to contract with a single firm and not with multiple firms doing business as a joint venture.



## I. Dakota County Rights

County staff may investigate the qualifications of any Contractor under consideration, require confirmation of information furnished by Contractor, and require additional evidence of qualifications to perform the work described in this RFB. County staff reserves the right to:

- Reject any or all proposals if such action is in the public interest;
- Cancel the entire RFB;
- Issue a subsequent RFB;
- Remedy technical errors in the RFB process;
- Appoint evaluation committees to review proposals;
- Establish a short list of Contractors eligible for interview after evaluation of written proposals;
- Negotiate with any, all, or none of the RFB respondents; and
- Reject and replace one or more subcontractors.

This RFB does not commit Dakota County to enter into a contract, nor does it obligate Dakota County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

## TIMELINE AND BUDGET

### A. Project Timeline

This RFB will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of County staff. The term of the contract to be awarded under this RFB is anticipated to be **9/1/2025** through **6/30/2027**:

1. Release RFB: 7/3/2025
2. Pre-Bid Meeting (REQUIRED) 7/9/2025
3. Questions Due: 7/11/2025
4. Responses to Questions and Addendum Posted: 7/14/2025
5. RFB Proposals Due: 7/18/2025 @ 1:00 pm
6. Contractor Selection: 7/20/2025
7. Anticipated Contract Start Date: September 2025
8. Contract End Date: **June 30<sup>th</sup> 2027**

### B. Budget and Payment

#### 1. Contractor Budget

Contractor must identify the budget necessary to perform the services identified in the Scope of Services. The Contractor, when establishing cost estimates for the total Program, shall include all direct expenditures, such as, but not limited to: Contractor fees, travel costs, necessary material purchases (subject to County approval), etc. Materials provided to Contractors as a part of their participation in the Program, such as labels, containers and compostable bags, will be procured by the County. Indirect rates or overhead costs – such as rent, utilities, or incidental copying – will not be allowed under this contract.

#### 2. Payment for Services

For most restoration tasks, payments will be made at COUNTY-designated checkpoints, following successful completion of the restoration/enhancement task and attainment of associated performance standards (see PERFORMANCE STANDARDS section that follows BID FORM).

A 5% retainage will be withheld by COUNTY from each invoice. All retainage (5%) shall be paid to the CONTRACTOR upon final Project completion to the satisfaction of the Owner's representative.

A fine of \$500 per day will be imposed for non-compliance with contract specifications including placement of trail closure signage, debris on ski trails, lack of timely notification of damaged save trees, etc.

- For "Establishment Management", invoices may be submitted quarterly, for work completed during the time periods outlined below:

- o Q1: December 16-May 31

- o Q2: June 1 - July 31
  - o Q3: August 1 - September 30
  - o Q4: October 1 - December 15
- Invoices for Task C- Establishment Management may be processed following successful attainment of the Performance Standards, up to four times per calendar year (at the end of each quarter): May 31st, July 31st, September 30th, and December 15th. A 5% retainage will be held from each invoice.
  - The Establishment Management period will begin on the first day of the next quarter, after successful completion of the previous task.

Example: If seed installation for Unit 22 occurs in the spring of 2024, the Establishment Management period begins on the first day of the next quarter, or June 1. If the Contractor successfully meets Checkpoint 1 Performance Standards, an invoice for Q2 of the 2024 growing season can be submitted on July 31, 2024 for 25% of the total the amount indicated on the bid tab for Task “D” for 2024 (prorated if the task is not 100% complete). Invoices for subsequent quarters of 2024 (Q3 and Q4) can be submitted per the schedule outlined above for the same amount of 25% of the total amount indicated on the bid tab schedule. Beginning the following growing season (2025), Checkpoint 2 of the Performance Standard must be met to receive full payment (25% of the total bid) each quarter. This payment schedule will continue each quarter through May 31, 2027. (See Performance Standards section, below, for more information)

## SUBMITTALS

The following shall be submitted with the Bid Package, either paper or electronic, by the submission deadline of July 18<sup>th</sup>, 2025 at 1:00 pm:

- Completed Bid Form
- Copy of the Bid Tab spreadsheet, with all tasks filled out
- Performance Bond and a Payment Bond in the amount of 100% of the Contract Price – electronic/scanned copies are acceptable, bond authenticity will be verified by County staff prior to award of bid
- Insurance certificate(s) naming the Owner as additional insured
- Trade Secret Information Form
- Copy of certification of Commercial Pesticide Applicator’s license for all of those that would be applying herbicide
- Copy of certification for burn training for all those that would be on a burn crew
  - o Contractor will provide evidence of qualifications of burn boss, including training, experience (years and number of burns), and history (any escapes or other burn incidents).
  - o Burn boss has led burns of similar complexity with similar fuel types
  - o Crew leaders must be trained (S130-S190), and certifications must be provided to DAKOTA COUNTY.
- Names of all Sub-Contractors.
- Up to three reference projects of similar size and scope to the one described in this solicitation for evaluation purposes in determination of bidder’s status as a ‘responsible bidder’.
- Brief narrative of restoration sequence for unit types, outlining methodology and special considerations. Include in your narrative a description of your plan for site prep and establishing native vegetation in the three major work unit types, namely *i)* forests with steep slopes (Units 1, 2, 4, 5, 6, & 7), *ii)* future savanna (Unit 8) and *iii)* infrastructure mitigation in landscaped zones (Units 1, 2, 3, 6 & 8). Include detailed steps and timeline, infrastructure mitigation plan, and a list of equipment that will be used on site.

Refer to Specifications Section for details concerning contractor requirements (experience, training, and certifications, etc.).



For a complete bid, please include this page and the attached "Bid Tab" spreadsheet, both fully completed.

## BID FORM

**Bids Are Due:** 7/18/2025 by 1:00 pm

Electronically to [parksbids@co.dakota.mn.us](mailto:parksbids@co.dakota.mn.us) -or- in-person at Western Service Center Room 334

PROJECT: Caponi Art Park - Restoration Phase I

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

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

CITY, STATE, ZIP: \_\_\_\_\_

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

EMAIL: \_\_\_\_\_

Name of Project Manager Contact: \_\_\_\_\_

This is a bid for the complete construction of "" and to furnish all labor and materials in accordance with the attached contract documents, maps and specifications that were submitted with this bid and upon which this bid is made. An amount is required for each item.

1. **BASE BID:** Total dollar amount to provide all work required per attached bid documents. (From TOTAL on "Bid Tab" Spreadsheet, which can be found attached and on the COUNTY WEBSITE). BID TAB SPREADSHEET MUST BE COMPLETELY FILLED OUT (Unit Cost, Cost, and all yellow-highlighted boxes for each year).

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

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

**Page 1 of 6 of Bid Form**

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 and to provide the required Performance Bond and Labor and Material Payment Bond. 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.

By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in Contract Documents. The undersigned agrees if awarded the contract, to commence the contract within **30** calendar days from the date of written Notice to Proceed by the Owner. **ALL WORK MUST COMPLETED BY: 6/30/2027.**

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

In submitting this bid the undersigned affirms that they are duly authorized to execute this bid, that this bidder has not prepared this bid in collusion with any other bidder in restraint of competition, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the bidder to any other bidder engaged in this type of business prior to the official opening of this bid.

Please print: \_\_\_\_\_  
Legal Name of Company  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Name and Title of Authorized Agent  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

Incorporated in the State of: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

Indicate type of company: \_\_\_\_\_  
Corporation/partnership/sole proprietorship

This bid document contains a total of 6 pages:

- the first five pages and
- the last page which consists of the bid tab (to be filled out electronically, then printed out and sent as part of this bid package).

The following must be attached to this bid Form:

1. Bid Bond.

NOTE: County Bonding Requirements:

- 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.

Bids may not be withdrawn for a period of 45 days from bid opening.

2. Submittals. All submittals requested on Page 10.

**Page 3 of 6 of Bid Form**

## 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 or DocuSign Electronic signature.

Revised: 6/28/2018

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

**Page 4 of 6 of Bid Form**

## 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 response.**

V.7 Revised: MMH (06-19)

**Page 5 of 6 of Bid Form  
(NOTE: page 6 is the Bid Tab)**

**BASE BID:**

Tasks and Work Units	Qty	Unit	Unit Cost	Cost	2025	2026	2027
<b>A. Tree and Shrub Removal</b>					Complete task by 5/1/26		
Unit 1	3.4	ac		\$ -			
Unit 2	4.2	ac		\$ -			
Unit 3	1.0	ac		\$ -			
Unit 4	1.1	ac		\$ -			
Unit 5	9.5	ac		\$ -			
Unit 6	6.6	ac		\$ -			
Unit 7	7.7	ac		\$ -			
Unit 8	2.7	ac		\$ -			
Subtotal:	36.2	ac		\$ -	\$ -	\$ -	
<b>B. Enhancement Seeding - Fuel-building mix</b>					Complete task by 6/30/26		
Unit 1	3.4	ac		\$ -			
Unit 2	4.2	ac		\$ -			
Unit 3	1.0	ac		\$ -			
Unit 4	1.1	ac		\$ -			
Unit 5	9.5	ac		\$ -			
Unit 6	6.6	ac		\$ -			
Unit 7	7.7	ac		\$ -			
Unit 8	2.7	ac		\$ -			
Subtotal:	36.2	ac		\$ -		\$ -	
<b>C. Establishment Management of Forests - Invasives Control</b>							
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Unit 2	4.2	ac		\$ -			
Unit 3	1.0	ac		\$ -			
Unit 4	1.1	ac		\$ -			
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Unit 6	6.6	ac		\$ -			
Unit 7	7.7	ac		\$ -			
Unit 8	2.7	ac		\$ -			
Subtotal:	36.2	ac		\$ -		\$ -	\$ -
<b>BASE BID LUMP SUM</b>	36.2	ac		\$ -	\$ -	\$ -	\$ -
*for establishment management, invoicing will occur quarterly				\$ -	< - should equal cell above it		

**ALTERNATE BID:**

<b>D. Prescribed burns</b>					Complete task by 6/30/27		
Unit 1	3.4	ac		\$ -			
Unit 2	4.2	ac		\$ -			
Unit 4	1.1	ac		\$ -			
Unit 5	9.5	ac		\$ -			
Unit 6	6.6	ac		\$ -			
Unit 7	7.7	ac		\$ -			
Unit 8	2.7	ac		\$ -			
Subtotal:	35.2	ac		\$ -			
<b>ALT BID LUMP SUM</b>	35.2	ac		\$ -			

\*for establishment management, invoicing will occur quarterly



## General Project Specifications

### General

- CONTRACTOR will notify DAKOTA COUNTY's contact person at least 24-hours in advance when they plan to be on-site and will discuss with DAKOTA COUNTY any intended divergence from the tasks outlined.
- For all tasks, follow best management practices to minimize negative impacts including but not limited to: soil compaction, rutting, and other soil disturbances; herbicide drift and non-target impacts; disturbance to nesting birds and other wildlife; trail closures and excessive disruption to park users.
- CONTRACTOR must provide a copy of these specifications to ALL WORKERS/CREW MEMBERS prior to crew working on site.
- CONTRACTOR will need to potentially coordinate activities with other contractors that may be working in the areas surrounding the Project area.

### Site Access

There are three access points from Diffley Road (Maps 1 & 2): From Visitor Parking Lot south of Diffley Rd, **Access #1** is located at 1220 Diffley Rd, Eagan MN 55123, and provides access to Units 3-8 Rd (Maps 1 & 2). A second access on the south side of Diffley Rd (**Access #2**) can be used as an alternate access to Units 3-8. **Access #3** on the north side of Diffley Rd is located on City of Eagan land east of the Eased Property and project area, and this location provides access to Units 1 & 2.

- Vehicles and wheeled equipment is not allowed on steep slopes (Maps 3 & 4 indicate areas with slopes  $\geq$  20%), and must stay on appropriate trails shown on Maps 1 & 2.
- Any rutting of soils or damage to land or trails must be mitigated before final payment will be granted
- Contractors must follow best management practices to avoid bringing weed-seed onto the site.
  - If equipment, vehicles, gear, or clothing (notably, boots and laces) arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds), or animals, it shall be cleaned by CONTRACTOR furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.
  - The CONTRACTOR shall dispose of material cleaned from equipment and clothing at a location determined by DAKOTA COUNTY. If the material cannot be disposed of onsite, secure material prior to transport (sealed container covered truck, or wrap with tarp) and legally dispose of offsite.
  - The CONTRACTOR shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

### Herbicide and Applicators

- Herbicide applicators must be state-certified.
- DNR Operational Order 59 (Pesticides and Pest Control: [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_59.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf)) and appropriate discipline guidelines must be followed when working on all lands and waters, regardless of ownership.
- Herbicide application must follow industry standards for temperature and weather conditions, according to label directions and the State of MN Commercial Pesticide Applicator Manual.
- Use least toxic herbicide or formula with lowest soil residual; Triclopyr is preferred. (Milestone or Transline is suitable for legumes, but CONTRACTOR must first consult with DAKOTA COUNTY before applying these herbicides.) Aquatic formula is required when applying within 100 feet of a wetland.

- Surfactants added to herbicides mixes applied on or near water **must** be non-ionic (e.g., Activator 90, Agri-Dex).
- As much as possible, herbicides should be applied when there is some biological activity in the plant (e.g. Apr-Nov).
- Avoid windy days and ensure a rain-free period of at least 3 hours after application.
- *Take maximum care to avoid chemical drift or contact with non-target plants.* In native prairie areas, invasives should be spot-treated by wick application if feasible or with a backpack sprayer. Do not treat plants if doing so is likely to hit conservative (Conservation Coefficient of 4 or greater, as designated by University of Wisconsin) native plants.
- In high quality areas, as designated by DAKOTA COUNTY Natural Resource Staff, check with DAKOTA COUNTY staff before applying herbicides.
- A copy of the record of all pesticide/herbicide applications shall be submitted to DAKOTA COUNTY. Submitting records with invoices is acceptable.

### **Non-native woody plants – general specs**

- Cutting method: Cut stems as close to the ground as possible—not to exceed 2" from the ground. Stems shall be cut flat. Ideally, person cutting must also treat stumps. If significant snow depth is present, CONTRACTOR shall discuss appropriate height with DAKOTA COUNTY. To minimize misses, cut no more stems than can be easily remembered (four to six, for example). Then stop and treat immediately after being cut. Exceptions may apply – consult first with DAKOTA COUNTY.
- Dye: Use dye with herbicide so CONTRACTOR and DAKOTA COUNTY can see what was treated.
- Herbicide application: Use herbicide conservatively – avoid overspray (dauber applicator preferred).
- Herbicide type: Garlon 3a or Roundup preferred unless otherwise approved by DAKOTA COUNTY. If oil-based herbicide is approved for stump treatment, dauber applicator is preferred. Before applying herbicides, first discuss with DAKOTA COUNTY.
- For stems less than 1/4" in diameter, first consider method(s) that result in the least amount of (or none) chemical usage. If necessary, allow to resprout and then foliar treat in the fall when they are still green and actively growing, but most other plants species are dormant.
- Timing: Optimal time for buckthorn control work is October or November, when buckthorn leaves are still on, green, and actively growing, but most other species' leaves have dropped. Second optimal time is any time during the growing season. Work in winter using Garlon 4 should only be done with prior approval from DAKOTA COUNTY.
- Protection of desirable existing vegetation shall be the responsibility of the CONTRACTOR during woody plant removal and any burning of brush piles. CONTRACTOR shall be liable for remedying damage to existing desirable vegetation. Damage to desirable woody vegetation (as agreed upon by CONTRACTOR and DAKOTA COUNTY) will be penalized at a rate of up to \$10 per inch-dbh or per stem, whichever is higher.
- Brush stacking: In wooded areas, stack brush (for future burning) in openings where heat will not damage standing tree trunks or branches. Avoid making brush piles on existing native prairie or good quality woodland. Avoid steep slopes. Seek disturbed areas or stumps of cut brush/trees.
- Brush burning: Brush can be stacked and burned at same time as cutting if conditions for burning are suitable. Otherwise burn piles in winter.
- Any ash from burn piles must be dispersed by CONTRACTOR.
- With DAKOTA COUNTY approval, where brush is very small and/or very sparse, it can be cut small (<1" diameter and <3 ft. lengths), scattered, and left lying in woods. However, brush must lie flat, preferably in contact with the soil, and be easy to walk through (defined in the field, as agreed upon by CONTRACTOR and DAKOTA COUNTY).

- Unless determined otherwise by DAKOTA COUNTY, only use heavy equipment for woody removal work on frozen ground.
- Forestry mower may be suitable alternative to treating smaller stems with herbicide. Timing and details of operation will be agreed upon between CONTRACTOR and DAKOTA COUNTY prior to operation.

### **Non-native forbs**

- Prevent herbicide drift to adjacent plants.
  - Manage all herbaceous species listed in **Herbaceous Exotic Species List** (Attachment C), and all others as detected. Species shall be managed by the CONTRACTOR such that seedset is reduced or eliminated and the ability of the plant to compete with desirable vegetation is greatly reduced. Some species (discuss with DAKOTA COUNTY) will be dealt with aggressively by CONTRACTOR, with a final goal of eradication of these species from the restored areas of this park during the contract period.

### **Prescribed burning**

- Qualifications:
  - Contractor will provide evidence of qualifications of burn boss, including training, experience (years and number of burns), and history (any escapes or other burn incidents).
  - Burn boss has led burns of similar complexity with similar fuel types. (Ideally should be a RxB3)
  - Crew leaders must be trained (S130-S190), and certifications must be provided to DAKOTA COUNTY.
- Burn boss will be onsite the duration of the running burn.
- Burn Plan: Prepare and submit burn plan to DAKOTA COUNTY at least 30 days prior to intended burn date.
- Permits: Obtain all necessary permits and other arrangements, notifications and safety measures for burning and related activities. Provide copies of local permits and DNR variances to DAKOTA COUNTY staff.
- CONTRACTOR is responsible for protecting all items not in the burn permit, including in part: all infrastructure, utilities, desirable vegetation, and private property. CONTRACTOR shall be liable for remedying damage due to prescribed fire.
- Burn breaks: Contractor is responsible for preparing burn breaks.
- DAKOTA COUNTY Communication: On burn day, review burn strategy with DAKOTA COUNTY staff (if present) prior to burn. Notify DAKOTA COUNTY at least 24 hours prior to commencement of a burn.
- Water: Subcontractor will ensure an adequate water supply is available at the site at all times for the duration of the burn and mop-up. Water tank on a mobile vehicle must be available at the site during the burn.
- Site access: Vehicle access locations will be identified in the burn plan. A CONTRACTOR vehicle will be available to access the site.
- Adjacent property access (if necessary): Obtain any necessary permission from adjacent property owners for any needed vehicle access, water access or request to burn any portion of their property.
- Adjacent business and residential neighbors must be notified (coordinate with DAKOTA COUNTY) for all burns.
- CONTRACTOR will seek optimal burn conditions to meet project goals and burn plan requirements. If the CONTRACTOR believes that the minimum performance cannot be met, the CONTRACTOR must first discuss with OWNER/DAKOTA COUNTY before burning.

- Avoid winds that will heavily smoke neighbors or roads.
- Crew stays until all mop-up is complete and all possible sources of ignition are extinguished.
- A follow-up site visit the day after the burn is required, unless DAKOTA COUNTY specifically signs off that it is not needed. Contractor will identify to DAKOTA COUNTY who will return and what time.
- Communications: **all crew** must have radio or similar means of communication
- For any **incident** occurrence - notify DAKOTA COUNTY immediately: primary contact: Chris Klatt 952-891-7947 or Meghan Manhatton 952-891-7108. If not reachable contact Scott Hagen 952-891-7983.

## **Restoration and Enhancement Tasks**

### ***Field Methods***

This section outlines the County's expectations regarding specific methods that shall be employed during implementation of restoration, enhancement, and establishment management tasks in the Work Areas. Deviations from these methods may be allowed if approved by the County in writing. Note that the uppercase letter associated with each task (e.g., "A" representing "Remove Trees and Shrubs") is used in subsequent sections of this report as well as in the project bid tab (refer to **Anticipated Schedule** section).

### **Task A. Remove Trees and Shrubs**

#### Oak Woodland Units 1-7 Woody Removal:

Remove invasive and undesirable woody species from forest units to increase light to the ground layer.

- Cut and stump-treat all stems  $\geq 1\frac{1}{2}$ " diameter. Use of forestry mower may be acceptable on flatter areas with dense brush. If a forestry mower is used, CONTRACTOR must treat all exotic resprouts via foliar application or other COUNTY-approved method. Select stems greater than 10" may be girdled and left standing (consult with County). Mulch resulting from forestry mowing may not exceed 1" thickness.
- Brush cut stems of all small target species (between  $\frac{1}{8}$ " and  $\frac{1}{2}$ " diameter).
- Foliar spray resprouts (carefully) of small exotic woody brush that was brush cut. Foliar herbicide applications must be conducted in late fall when most other plants have gone dormant.

Woody species designated for removal are provided in [Attachment B](#). Contractor is to provide all herbicide. All cut stumps shall be treated with County-approved herbicide containing dye (to facilitate Contractor spraying and County inspecting) immediately after being cut with a chainsaw, brush saw, or hand saw (on slopes  $>20\%$ ), or other equipment (on slopes  $<20\%$ ). **Maps 3-4 indicate areas with steep slopes precluding forestry mowing. Cut stems shall be cut flat and not exceed 2" from the ground. This forestry mowing maximum slope requirement is left to the contractor's discretion, but all rutting must be repaired and seeded at the Contractor's expense, and damage to non-target vegetation will be fined as listed below under the Penalties heading.** If significant snow depth is present, the Contractor shall discuss appropriate height with the County

#### Specific Instructions on Units:

- Units 1 & 2 – Steep slopes, Forestry mowers and other heavy equipment may not be used on most of Unit 1 and portions of Unit 2 (Map 3). **Remove all prickly ash (*Zanthoxylum americanum*).**
- Unit 3 - Vegetative edge of roadside, parking lot. Fenced area and steep slopes require hand work.
- Unit 4 – Lake shore approach has steep slopes in portions of the unit, hand work required.
- Unit 5 – northern portion of Unit adjacent to Units 3 and 6 have steep slopes where hand work is required, but trails allow for equipment access to flat regions where forestry mowing can occur on slopes  $<20\%$ . The large open area within the unit may be used for staging equipment and/or burn piles. **Southern boundary will be flagged by County/City staff.**
- Units 6 & 7 – Steep slopes, Forestry mowers and other heavy equipment may not be used on most of these units (Map 4). Western boundary of work areas are demarcated by wooden and T-posts. **The unfenced southern/eastern boundary will be flagged by County/City staff.**
  - Additional tree/shrub removal specifications : remove all sumac (*Rhus* spp.), white mulberry (*Morus alba*), and Siberian elm (*Ulmus pumila*).

#### Savanna Unit Woody Removal (Unit 8, 2.6 ac):

- Unit 8 – Steep slopes, Forestry mowers and other heavy equipment may not be used on most the Unit (Map 4). ~~Additional tree removal specifications—remove all red cedars (*Juniperus virginiana*) that are less than 5" dbh as marked.~~

#### All Units - Brush Piles for Burning:

When creating brush piles for burning, Contractor shall secure all required permits and approvals prior to ignition. **All burning must occur with a southern wind direction to avoid neighborhood impacts.** Piles shall be spaced as necessary to minimize dragging of cut material over long distances. Contractor shall stack cut brush in piles not to exceed eight (8) feet in height by twelve (12) feet in diameter. **Brush piles to be burned shall not be located within the sensitive plant areas indicated above or over areas that contain more than 25% ground cover of native plants.** Brush piles shall be located in areas without canopy branches or stems of preserved trees overhanging the piles or endangered by fire. Ensure no debris (trash, plastic, etc.) other than the cut brush is placed in the burn piles. Contractor shall remedy plant mortality caused by burn piles by prepping and reseeding burn pile areas. Ash and any remaining woody debris shall be dispersed by the Contractor, and area shall thoroughly rake the area prior to seeding—if unburned brush piles are left on site for burning, the County will withhold 25% of the bid total for Task A until the piles are burned and the soil impacted by them is prepped and seeded.

**Scattering of stems or** chipping of cut woody material is not acceptable unless material is hauled off site. Hauling to burn piles is acceptable. Removal of brush from the Work Area shall be done in a manner that does not cause rutting or other damage to trails or soil. Please note that Dakota County is under quarantine for Emerald Ash Borer, and the movement of ash wood outside the County is regulated.

#### Penalties:

Protection of desirable existing vegetation shall be the responsibility of the Contractor during woody plant removal and any burning of brush piles. The CONTRACTOR shall be liable for remedying damage to existing desirable vegetation. Damage is considered injury to 10% or more of the total diameter at breast height for any tree. The damaged tree shall be considered a total loss for the entire tree and CONTRACTOR will be penalized at a rate of up of \$10 per inch-dbh or per stem, whichever is higher.

### **Task B. Forest Understory Enhancement Seeding**

This task includes site preparation and seed installation. Seeding will occur in all Units.

#### Work Area Preparation:

All woody vegetation shall be cut and stump treated as per Task A prior to broadcast seeding. All areas with slopes >20% shall be seeded by hand.

#### Seeding:

Dakota County will provide all seed for this project.

Seeding shall be preferentially conducted as a late fall dormant seeding (after October 15, but before the soil starts to freeze) or in early spring (as soon as the soil is free of frost and in a workable condition but no later than June 10).

Install seed with a hand **broadcast** seeder in two directions, perpendicular to one another. All seed shall be spread evenly throughout seeding zones. Within 24 hours, or as soon as Work Area conditions permit, broadcast seeded areas shall be hand raked to ensure good seed-to-soil contact.

### **Task C. Establishment Management of Forests – Invasives Control**

#### Timing:

For **all** Units, the Establishment Management period begins immediately following Task A (Tree and Shrub Removal).

#### Activities:

##### *Invasive Woody Species Control*

Invasive woody species designated for removal/control are provided in [Attachment B](#). Use County-approved foliar herbicide in late fall, to minimize damage to desirable vegetation. Herbicide application instructions given on the label shall be followed at all times. Dye shall be used to facilitate Contractor spraying and County inspection. Care shall be taken not to affect non-target vegetation.

##### *Invasive Herbaceous Species Control*

Manage all herbaceous species listed in [Attachment C](#). These species should not be permitted to set viable seed, and some hand pulling may be required in order to achieve the performance standard. Herbicide applications to these species should be made at the most biologically appropriate time.

- Examples: Garlic mustard rosettes and dame's rocket should be treated with triclopyr in early spring, prior to bolt. All bolting plants must be hand pulled and removed from the site. Canada thistle and reed canary grass should be chemically treated after September 1st. Mechanical methods to eliminate seed production may be required earlier in the season to achieve the performance standard.

#### *Equipment*

For species in [Attachment B](#) and [C](#), methods for mechanical control may include spot mowing with a weed whip or brush saw, or hand pulling. Other equipment may be used for mechanical control, with County approval.

Prior to applying chemical, the Contractor shall provide the County Representative with the chemical name and product label for approval. Chemical may be applied using backpack sprayers, ATV-mounted tank with spray wands, or approved alternative. ATV's are not to be used in areas with steep slopes or when rutting occurs.

At no time will Contractor use heavy equipment without prior authorization by the County Representative, or use equipment that causes rutting, compaction or other damage to the soil, trails, or desirable vegetation.

#### *Penalties*

Protection of desirable existing vegetation shall be the responsibility of the Contractor. The Contractor shall be liable for remedying damage to existing desirable vegetation. Damage to desirable woody vegetation will be penalized at a rate of up of \$10 per inch dbh or per stem, whichever is higher. For any tree with injury to 50% or more of the total diameter at the area of injury, the tree shall be considered a total loss and the contractor shall be assessed \$10 per inch dbh for the entire tree.

In areas where desirable herbaceous vegetation is killed or seriously damaged, these areas will be reseeded with the most appropriate seed mix listed in the attachment, or alternate approved by the County, and the area will come under Establishment Management at no additional charge to the County for the remainder of the contract period.

### **Alternate Task D. Prescribed Burning**

If chosen as part of the bid package, perform prescribed burns across all forested work units (Units 1-2, 4-8 – 35.2 ac) once during the project duration (2025 through June 30, 2027). Coordinate with COUNTY STAFF.

Contractor shall prepare, submit, and receive all necessary permits/approvals from appropriate entities prior to conducting prescribed burns. Burns shall be conducted under prescription conditions only. **All burning must occur with a southern wind direction to avoid neighborhood impacts.**

Burn plans shall be created by Contractor and submitted to the County Representative by March 1 for spring burns and August 1 for fall burns. The County recognizes that all portions of a burn unit may not burn completely; therefore, the County Representative will work closely with the Contractor to develop reasonable burn objectives for each burn unit.

Contractor is responsible for preparing burn breaks and obtaining permission from adjacent landowners for any needed vehicle access, water access, or request to burn any portion of their property. Contractor will ensure an adequate water supply is available at the site at all times for the duration of the burn and mop-up. A water tank on a mobile vehicle must be available at the site during the burn.

Contractor shall notify Dakota County at least 24 hours prior to commencement of a burn. CONTRACTOR will seek optimal burn conditions to meet project goals and burn plan objectives. If the CONTRACTOR believes that the objectives cannot be fully met, the CONTRACTOR must first discuss with DAKOTA COUNTY before igniting. Contractor's burn boss shall be onsite the duration of the running burn. Contractor's crew shall be on site until all mop-up is complete and all possible sources of ignition are extinguished.

Contractor responsible for protecting all items not in the burn permit, including in part: all infrastructure, utilities, desirable vegetation, and private property. Contractor shall be liable for remedying damage due to prescribed fire. For any incident occurrence, Dakota County must be notified immediately: primary contact: Chris Klatt 952-891-7947. If not reachable, contact Meghan Manhatton 952-891-7108.

Unless directed otherwise by Dakota County, the Contractor shall perform a site inspection the day following a prescribed burn to ensure that re-ignition has not occurred.

## Anticipated Schedule

Ecological restoration and enhancement can be accomplished using a variety of approaches; the techniques, timing of those techniques, and the sequence in which they are used can vary. The project bid tab provides an implementation schedule for initial restoration and enhancement work at Lake Byllesby Regional Park as anticipated by the County. Deviations from this anticipated schedule may be allowed if approved by the County in writing.

The Contractor that wins the bid shall provide to the County a more detailed work schedule (e.g., months or seasons when specific tasks shall be conducted). Once the County and Contractor are in agreement regarding the project schedule, it will be used in conjunction with the bid tab for invoicing.

### BASE BID:

Tasks and Work Units	Qty	Unit	Unit Cost	Cost	2025	2026	2027
<b>A. Tree and Shrub Removal</b>					Complete task by 5/1/26		
Unit 1	3.4	ac		\$ -			
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Subtotal:	36.2	ac		\$ -	\$ -	\$ -	
<b>B. Enhancement Seeding - Fuel-building mix</b>					Complete task by 6/30/26		
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Unit 2	4.2	ac		\$ -			
Unit 3	1.0	ac		\$ -			
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<b>C. Establishment Management of Forests - Invasives Control</b>							
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Unit 7	7.7	ac		\$ -			
Unit 8	2.7	ac		\$ -			
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<b>BASE BID LUMP SUM</b>	<b>36.2</b>	<b>ac</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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### ALTERNATE BID:

<b>D. Prescribed burns</b>					Complete task by 6/30/27		
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Subtotal:	35.2	ac		\$ -			
<b>ALT BID LUMP SUM</b>	<b>35.2</b>	<b>ac</b>		<b>\$ -</b>			

\*for establishment management, invoicing will occur quarterly

The bid tabs shown here are for illustration purposes only. They show the project tasks and schedule. The actual Bid Tab is a separate document (spreadsheet attached or found on Dakota County Website) to be filled out electronically by bidders, then printed out and submitted as part of the bid package.

## Performance Standards

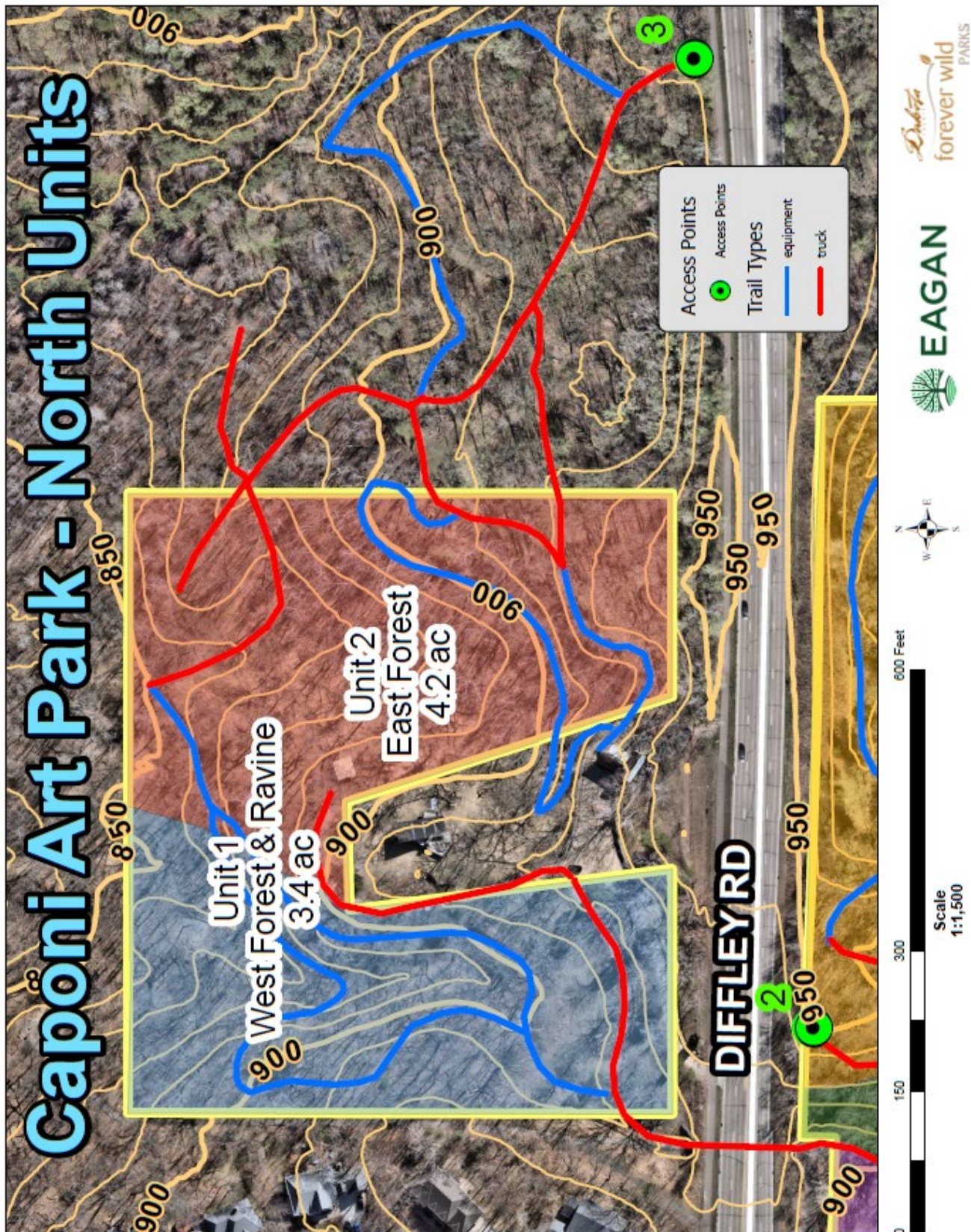
Restoration /Enhancement Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2 Performance Standards	Corrective Measures
A. Tree and Shrub Removal ( <b>Attachment B</b> )	75% payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard. If no piles are created for burning, Contractor will be eligible for full payment (less the 5% retainage).  25% payment (less a 5% retainage) upon completion and achievement of Checkpoint 2.	100% of stems $\geq \frac{1}{2}$ " diam. have been removed and stump-treated with herbicide. For stems $< \frac{1}{2}$ " diameter, they shall represent $< 5\%$ cover within any 100 sq m (900 sq ft) area.  Brush has been removed or from the site, chipped, or stacked in suitable locations for burning (or a combination of all of these).  Mulch from forestry mowing is dispersed to $< 1$ " thickness.	Any brush piles created for burning are successfully burned. Soils beneath burn piles are prepped and seeded according to County specifications.	
B. Enhancement Seeding	Full payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard.	Undesirable species have been adequately controlled and the seedbed has been appropriately prepared prior to seed installation.  100% of areas designated to receive seed have been seeded.	<u>No 2<sup>nd</sup> checkpoint</u>	
C. Establishment Management/Invasive Species Management ( <b>Attachments B and C</b> )	Payment based on completion of work, and achievement of performance standards (less the 5% retainage). Invoices to be submitted to the County up to four times per calendar year per schedule as described under Task "c" <i>Invoicing Schedule</i>	Seed control: For all species listed in Attachments B and C, total cover of seeding individuals is less than 5% within any 100 sq m area.  Vegetation control: For all species listed in Attachments B and C, total cover of untreated individuals More than 95% of target species are spot treated.	Seed control: For all species listed in Attachments B and C, total cover of seeding individuals is less than 5% within any 100 sq m area.  Vegetation control: For all species listed in Attachments B and C, total cover of untreated individuals More than 95% of target species are spot treated.	If rutting from equipment occurs, CONTRACTOR will CEASE activity until conditions improve. If detriment has already occurred, CONTRACTOR will take measure to mitigate, including re-doing site preparation and seeding if necessary at soonest appropriate time, and mitigating rutting damage.
D. Prescribed Burn (not used for Work Area prep)	Full payment (less the 5% retainage) upon completion and achievement of Checkpoint 1 performance standard.	<u>Immediately following burn:</u>  Within burn unit(s), all fine fuels with appropriate height, connectivity, and moisture have burned.  For Grass-dominated areas with continuous cover: Full payment at 85% consumption within any given 100 sq. m area; for areas with less than 85% consumption, payment will be made on a per acre black basis.	<u>No 2<sup>nd</sup> checkpoint</u>	Contractor will seek optimal burn conditions to meet project goals. If the CONTRACTOR believes that the minimum performance cannot be met, then CONTRACTOR must first discuss with DAKOTA COUNTY.



**IMPORTANT NOTE:** Any performance standard(s) not met, as determined by the DAKOTA COUNTY, shall require correction by CONTRACTOR. Method of correction will be discussed with and approved by DAKOTA COUNTY in writing prior to implementation. Corrections shall be implemented by CONTRACTOR at CONTRACTOR'S expense until all performance standards are met.

## Attachment A: Project Maps

Map 1. Site Overview and Access Points – North Unit



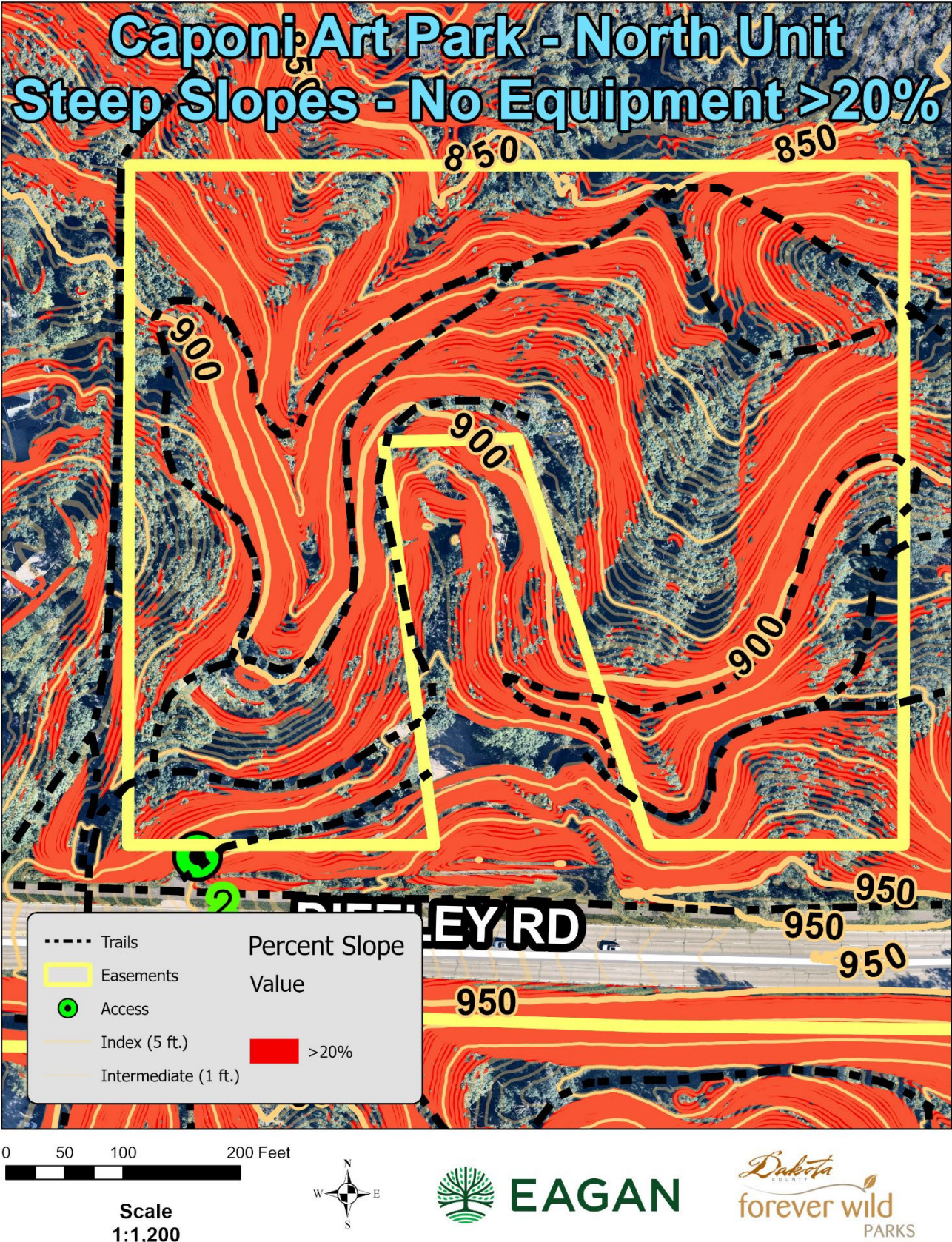
Map 2. Site Overview and Access Points – South Unit







Map 3. North Unit Steep Slopes

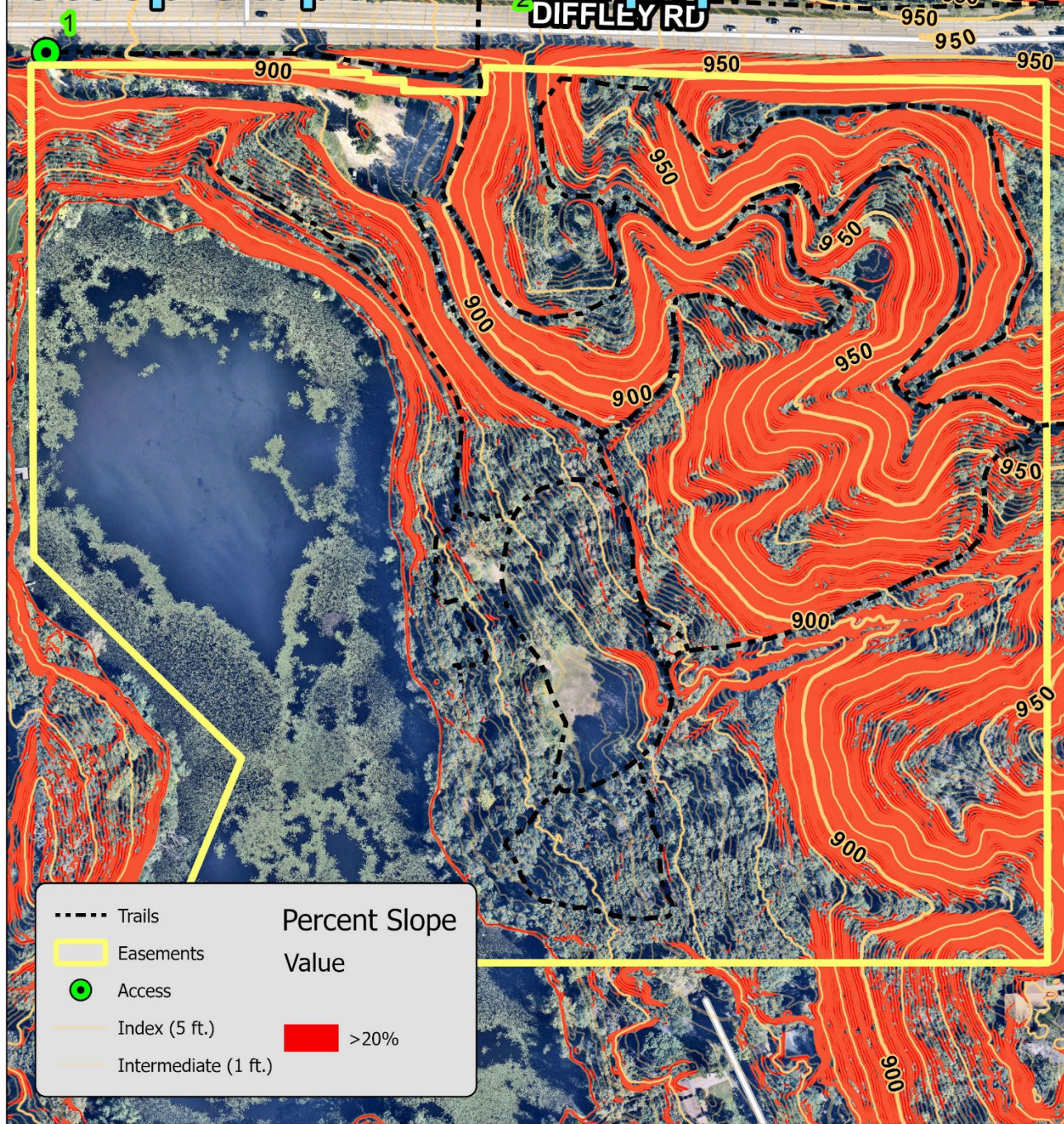


Map 4. South Unit Steep Slopes



# Caponi Art Park - South Unit

## Steep Slopes - No Equipment >20%



0 95 190 380 Feet

Scale  
1:2,200



**EAGAN**

*Dakota*  
COUNTY  
forever wild  
PARKS



## Attachment B: List of Woody Species Designated for Removal

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
<i>Acer ginnala</i>	Amur maple	Remove all
<i>Acer platanoides</i>	Norway maple	Remove all
<i>Acer negundo</i>	Boxelder	Reduce per owner's instruction*
<i>Acer saccharinum</i>	Silver maple	Reduce per owner's instruction*
<i>Berberis thunbergii</i>	Japanese barberry	Remove all
<i>Caragana arborescens</i>	Siberian peashrub	Remove all
<i>Celastrus orbiculatus</i>	Oriental bittersweet	Remove all
<i>Eleagnus angustifolia</i>	Russian olive	Remove all
<i>Eleagnus umbellata</i>	Autumn olive	Remove all
<i>Euonymus alatus</i>	Winged euonymus	Remove all
<i>Frangula alnus</i>	Glossy buckthorn	Remove all
<i>Fraxinus pennsylvanica</i>	Green ash	Reduce per owner's instruction*
<i>Lonicera x bella</i>	Showy fly honeysuckle	Remove all
<i>Lonicera morrowii</i>	Morrow's honeysuckle	Remove all
<i>Lonicera tatarica</i>	Tartarian honeysuckle	Remove all
<i>Lonicera xylosteum</i>	European fly honeysuckle	Remove all
<i>Morus alba</i>	White mulberry	Remove all
<i>Populus alba</i>	White poplar, European poplar	Remove all
<i>Populus tremuloides</i> *	Aspen	Reduce per owner's instruction*
<i>Prunus serotina</i>	Black cherry	Reduce per owner's instruction*
<i>Quercus ellipsoidalis</i>	Northern pin oak	Reduce per owner's instruction*
<i>Quercus rubra</i>	Northern red oak	Reduce per owner's instruction*
<i>Rhamnus cathartica</i>	Common buckthorn	Remove all
<i>Rhus</i> spp.	Sumac	Remove all
<i>Ribes</i> spp.	Gooseberry/currant	Reduce per owner's instruction*
<i>Rubus</i> spp.	Raspberry/blackberry	Reduce per owner's instruction*
<i>Robinia pseudoacacia</i>	Black locust	Remove all
<i>Rosa multiflora</i>	Multiflora rose	Remove all
<i>Sorbus aucuparia</i>	European mountain-ash	Remove all
<i>Ulmus americana</i>	American elm	Reduce per owner's instruction*
<i>Ulmus pumila</i>	Siberian elm	Remove all
<i>Zanoxylum americanum</i>	Prickly ash	Remove all

\*Should be controlled, but not eradicated. Cut near ground level; only treat with chemical per COUNTY's direction.

### Attachment C: Herbaceous Exotic Species List

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
<i>Alliaria petiolata</i>	Garlic mustard	Control aggressively
<i>Arctium minus</i>	Common burdock	Control aggressively
<i>Bromus inermis</i>	Smooth brome grass	Control aggressively
<i>Cardamine impatiens</i>	Narrowleaf bittercress	Control aggressively
<i>Carduus acanthoides</i>	Plumeless thistle	Control aggressively
<i>Carduus nutans</i>	Musk thistle	Control
<i>Centaurea stoebe</i> ssp. <i>micranthos</i>	Spotted knapweed	Control aggressively
<i>Cirsium arvense</i>	Canada thistle	Control aggressively
<i>Cirsium vulgare</i>	Bull thistle	Control
<i>Dactylis glomerata</i>	Orchard grass	Monitor. Control if necessary.
<i>Daucus carota</i>	Queen Anne's lace	Control
<i>Echinochloa muricata</i>	Barnyard grass	Control
<i>Elytrigia repens</i>	Quack grass	Monitor. Control if necessary.
<i>Euphorbia esula</i>	Leafy spurge	Control aggressively
<i>Fallopia japonica</i>	Japanese knotweed	Control aggressively
<i>Hesperis matronalis</i>	Dame's rocket	Control aggressively
<i>Linaria vulgaris</i>	Common toadflax (Butter & eggs)	Control aggressively
<i>Lotus corniculatus</i>	Birds foot trefoil	Control
<i>Lythrum salicaria</i>	Purple loosestrife	Control aggressively
<i>Medicago sativa</i>	Alfalfa	Control
<i>Melilotus alba</i>	White sweet clover	Control
<i>Melilotus officinalis</i>	Yellow sweet clover	Control
<i>Pastinaca sativa</i>	Wild parsnip	Eradicate
<i>Phalaris arundinacea</i>	Reed canary grass	Monitor. Control if necessary.
<i>Phleum pratense</i>	Timothy	Monitor. Control if necessary.
<i>Phragmites australis</i> ssp. <i>australis</i>	Common Reed Grass, non-native subspecies	Eradicate
<i>Poa pratensis</i>	Kentucky bluegrass	Control
<i>Rumex crispus</i>	Curly dock	Control
<i>Saponaria officinalis</i>	Soapwort (Bouncing Bet)	Control aggressively
<i>Securigera varia</i>	Crown vetch	Control aggressively
<i>Setaria</i> spp.	Foxtail grasses	Monitor. Control if necessary.
<i>Solanum dulcamara</i>	Bittersweet nightshade	Control aggressively
<i>Tanacetum vulgare</i>	Common tansy	Eradicate
<i>Torilis japonica</i>	Japanese hedge parsley	Eradicate
<i>Trifolium pratense</i>	Red clover	Control
<i>Trifolium repens</i>	White clover	Monitor. Control if necessary.
<i>Verbascum thapsus</i>	Mullein	Control

This list may not be comprehensive. If more exotic invasive species are found on the site, control them also. Discuss with DAKOTA COUNTY staff methods and goals for control of these species. Some should be controlled more aggressively than others.

## ATTACHMENT D - 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 E: INSURANCE TERMS

### 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

**SAMPLE**  
**CONTRACT BETWEEN THE COUNTY OF DAKOTA**  
**AND SAMPLE**  
**FOR SAMPLE**

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 **SAMPLE** Department (County) and **SAMPLE, SAMPLE ADDRESS**, ("Contractor"). Contractor and County are collectively referred to herein as the "parties" and individually as "party."

**WHEREAS**, the County requires services for **SAMPLE**, as identified in the County's Request for **SAMPLE**, dated **SAMPLE**, attached and incorporated as Exhibit 1; and

**WHEREAS**, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contract and Contractor's **SAMPLE** ("Contractor's Proposal"), attached and incorporated as Exhibit 2; and

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

**1. TERM**

This Contract is effective and enforceable on the date the last party executes this Contract or a specific future date ("Effective Date") and expires on **SAMPLE** 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 services generally described in the **SAMPLE** and Contractor's Proposal (collectively, "Services").
- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants 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 **SAMPLE**.
- 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. 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**

- 3.1. Total Cost. County will pay Contractor a total amount not to exceed **SAMPLE** and **SAMPLE** /100 Dollars (**\$SAMPLE**) ("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.
- 3.2. Compensation. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.
- 3.3. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. 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.
- 3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.
- 3.6. Payment for Unauthorized Claims.
  - A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
  - B. 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 or during the pendency of an audit or inspection.
  - C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
  - D. The County may offset any overpayment or disallowance of claim by reducing future payments.

### **4. COMPLIANCE WITH LAWS/STANDARDS**

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, 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 4]**. 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 to perform 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 5 calendar days of the 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 12, 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.

## **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 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 delegates', 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. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. 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.
- 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 to undertake control of the defense.

## 8. **INSURANCE**

Contractor shall maintain policies of insurance as set forth in **[Exhibit 3]**, 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.

## 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 Proposal 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. Notice must be provided 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 the 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 or 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 a 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, including any period in which to comply.
- 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. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 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, insolvency, 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 in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 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 4]** (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 AND 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:**

**SAMPLE**  
\_\_\_\_\_  
(Name)

**SAMPLE**  
\_\_\_\_\_  
(Title)

**SAMPLE**  
\_\_\_\_\_  
(Street)

**SAMPLE**  
\_\_\_\_\_  
(City, MN Zip Code)

**SAMPLE**  
\_\_\_\_\_  
(Telephone)

**SAMPLE**  
\_\_\_\_\_  
(Email Address)

**To the County:**

**SAMPLE**  
\_\_\_\_\_  
(Name)

**SAMPLE**  
\_\_\_\_\_  
(Title)

**SAMPLE**  
\_\_\_\_\_  
(Street)

**SAMPLE**  
\_\_\_\_\_  
(City, MN Zip Code)

**SAMPLE**  
\_\_\_\_\_  
(Telephone)

**SAMPLE**  
\_\_\_\_\_  
(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.

12.3. In addition, Notices regarding breach or termination shall also be provided to:

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

## 15. LIAISON

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

Contractor Liaison: SAMPLE

County Liaison: SAMPLE

Telephone: SAMPLE

Telephone: SAMPLE

Email Address: SAMPLE

Email Address: SAMPLE

15.2. 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. MERGER

19.1. 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.

19.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – County's Request for SAMPLE (including Attachments SAMPLE)

Exhibit 2 - Contractor's Response to Request for SAMPLE dated SAMPLE

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

12.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. 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.

## **20. 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 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 are 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.

## **21. 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.

## **22. 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.

## **23. 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**

By: SAMPLE

(Signature line)

SAMPLE

(Name, Title, Department)

SAMPLE

Date of Signature

Contract Number DCA **SAMPLE**

**CONTRACTOR**

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

By: SAMPLE  
(Signature line)

SAMPLE

(Title)

SAMPLE  
Date of Signature

## ATTACHMENT G - TRADE SECRET FORM

### 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 or DocuSign Electronic signature.

Revised: 6/28/2018

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

Revised: 6/28/2018



## ATTACHMENT H - PREVAILING WAGE

### MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2024-11-18 Revised: 2024-12-09

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

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 on MnDOT highways and road projects should be reported to:

Department of Transportation  
Office of Construction  
Transportation Building MS650  
John Ireland Blvd  
St. Paul, MN 55155  
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry  
Prevailing Wage Section  
443 Lafayette Road N  
St Paul, MN 55155  
(651) 284-5091

DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
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LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)

101	LABORER, COMMON (GENERAL LABOR WORK)	2024-11-18	41.63	24.74	66.37
	2025-05-01 44.00 26.12 70.12				
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-11-18	41.63	24.74	
	66.37 2025-05-01 44.00 26.12 70.12				

103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-11-18				
	30.04 21.53 51.57					
	2025-05-01	31.66	22.78	54.44		
104	FLAG PERSON	2024-11-18	41.63	24.74	66.37	
	2025-05-01	44.00	26.12	70.12		
105	WATCH PERSON	2024-11-18	38.23	24.19	62.42	
	2025-05-01	40.60	25.57	66.17		
106	BLASTER	2024-11-18	22.08	6.87	28.95	
107	PIPELAYER (WATER, SEWER AND GAS)	2024-11-18	45.13	24.74	69.87	
	2025-05-01	47.50	26.12	73.62		
108	TUNNEL MINER	2024-11-18	43.13	24.74	67.87	
	2025-05-01	45.50	26.12	71.62		
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)					
	2024-11-18	43.13	24.74	67.87		
	2025-05-01	45.50	26.12	71.62		
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2024-11-18	41.63	24.74	66.37	
	2025-05-01	44.00	26.12	70.12		
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-11-18	41.63	24.74	66.37	
	2025-05-01	44.00	26.12	70.12		
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2024-11-18				
	16.28 4.07 20.35					

#### SPECIAL EQUIPMENT (201 - 204)

201	ARTICULATED HAULER	2024-11-18	44.67	26.90	71.57	
	2025-05-05	46.25	29.40	75.65		
202	BOOM TRUCK	2024-11-18	47.25	26.90	74.15	
	2025-05-05	48.96	29.40	78.36		
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS					
	2024-11-18	30.04	21.53	51.57		
	2025-05-01	31.66	22.78	54.44		
204	OFF-ROAD TRUCK	2024-11-18	44.67	26.90	71.57	
	2025-05-05	46.25	29.40	75.65		
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-11-18	38.90	23.49	62.39	

#### HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2		2024-11-18	45.61	26.90	72.51
		2025-05-05	47.24	29.40	76.64
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2024-11-18	45.01	26.90	71.91
		2025-05-05	46.61	29.40	76.01
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2024-11-18	44.67	26.90	71.57
		2025-05-05	46.25	29.40	75.65
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				
339	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
342	FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				

343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)  
 344 FRONT END, SKID STEER OVER 1 TO 5 C YD  
 345 GPS REMOTE OPERATING OF EQUIPMENT  
 346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)  
 347 HYDRAULIC TREE PLANTER  
 348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)  
 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)  
 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE  
 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS  
 (HIGHWAY AND HEAVY ONLY)  
 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE  
 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)  
 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE  
 355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)  
 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES  
 357 PUGMILL  
 358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)  
 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY  
 ONLY)  
 360 SCRAPER  
 361 SELF-PROPELLED SOIL STABILIZER  
 362 SLIP FORM (POWER DRIVEN) (PAVING)  
 363 TIE TAMPER AND BALLAST MACHINE  
 364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)  
 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY  
 ONLY)  
 366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND  
 HEAVY ONLY)  
 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE  
 368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5	2024-11-18	41.36	26.90	68.26
	2025-05-05	42.77	29.40	72.17

369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)  
 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)  
 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)  
 372 FORM TRENCH DIGGER (POWER)  
 373 FRONT END, SKID STEER UP TO 1C YD  
 374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)  
 375 HYDRAULIC LOG SPLITTER  
 376 LOADER (BARBER GREENE OR SIMILAR TYPE)  
 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER  
 378 POWER ACTUATED AUGER AND BORING MACHINE  
 379 POWER ACTUATED JACK  
 380 PUMP (HIGHWAY AND HEAVY ONLY)  
 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)  
 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER  
 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND  
 CHIP SPREADER  
 384 STUMP CHIPPER AND TREE CHIPPER  
 385 TREE FARMER (MACHINE)

GROUP 6	2024-11-18	40.02	26.90	66.92
	2025-05-05	41.37	29.40	70.77

387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER  
 388 CONVEYOR (HIGHWAY AND HEAVY ONLY)  
 389 DREDGE DECK HAND  
 390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)  
 391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)  
 392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)  
 393 LEVER PERSON

394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR  
OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)  
395 POWER SWEEPER  
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS  
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

#### TRUCK DRIVERS

GROUP 1	2024-11-18	39.00	23.70	62.70
	2025-04-28	41.35	24.70	66.05

601 MECHANIC . WELDER  
602 TRACTOR TRAILER DRIVER  
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED  
WINCHES)

GROUP 2	2024-11-18	34.70	21.75	56.45
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK			

GROUP 3	2024-11-18	34.60	21.76	56.36
605	BITUMINOUS DISTRIBUTOR DRIVER			
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)			
607	THREE AXLE UNITS			

GROUP 4	2024-11-18	37.54	21.76	59.30
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)			
609	DUMP PERSON			
610	GREASER			
611	PILOT CAR DRIVER			
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS			
613	TWO AXLE UNIT			
614	SLURRY OPERATOR			
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)			
616	TRACTOR OPERATOR, UNDER 50 H.P.			

#### SPECIAL CRAFTS

701	HEATING AND FROST INSULATORS	2024-11-18	47.10	24.40	71.50
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702	BOILERMAKERS	2024-11-18	46.00	31.93	77.93
	2025-01-01	48.35	31.93	80.28	

703	BRICKLAYERS	2024-11-18	48.23	26.53	74.76
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704	CARPENTERS	2024-11-18	46.07	29.42	75.49
	2025-01-01	46.07	29.42	75.49	
	2025-05-01	49.82	29.92	79.74	

705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US
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706	CEMENT MASONS	2024-11-18	47.57	25.72	73.29
	2025-05-01	51.23	26.22	77.45	

707	ELECTRICIANS	2024-11-18	56.00	34.39	90.39
	2025-05-01	60.40	34.39	94.79	

711	GROUND PERSON	2024-11-18	37.77	20.38	58.15
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712	IRONWORKERS	2024-11-18	44.85	35.72	80.57
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713	LINEMAN	2024-11-18	50.86	23.57	74.43
714	MILLWRIGHT	2024-11-18	43.44	33.37	76.81
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-11-18	45.50	27.69	73.19
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-11-18	45.71	29.73	75.44
		2025-01-01	45.71	29.73	75.44
		2025-05-01	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2024-11-18	55.94	34.50	90.44
719	PLUMBERS	2024-11-18	56.73	31.52	88.25
		2025-05-01	61.28	31.52	92.80
721	SHEET METAL WORKERS	2024-11-18	53.71	34.57	88.28
		2025-05-01	57.96	34.57	92.53
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
724	TILE SETTERS	2024-11-18	34.76	23.29	58.05
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2024-11-18	47.73	22.24	69.97
		2025-07-01	51.07	23.52	74.59
728	WIRING SYSTEMS INSTALLER	2024-11-18	33.44	17.82	51.26
		2025-07-01	35.78	18.73	54.51
729	ASBESTOS ABATEMENT WORKER	2024-11-18	39.86	24.11	63.97
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			