



Harmon Park Reserve and Salem Hills Park 2026 to 2027 Restoration and Enhancement Request for Proposal

Release Date: Friday, May 1, 2026

Pre-Bid Meeting: 11:00am on Friday, May 8th, 2026

At Salem Hills Park, 1642 Upper 55th St, 5640 Asher Ave, Inver Grove Heights, MN

Proposal Due Date: NOON on Friday, May 15, 2026

Contacts:

FMR Project Manager:

Logan Olson

Email: [Logan Olson Email \(lolson@fmr.org\)](mailto:lolson@fmr.org)

651-456-8015

Dakota County Representative:

Chris Klatt

Email: [Chris Klatt Email \(christian.klatt@co.dakota.mn.us\)](mailto:christian.klatt@co.dakota.mn.us)

952-891-7947

City of Inver Grove Heights Representative:

Brian Swoboda, Parks Superintendent

Email: [Brian Swoboda Email \(bswoboda@ighmn.gov\)](mailto:bswoboda@ighmn.gov)

651-450-2582

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INTRODUCTION AND PROGRAM DESCRIPTION

General Background

Dakota County is soliciting bids to conduct ecological restoration and management activities at Harmon Park Reserve and Salem Hills Park in Inver Grove Heights, MN. Together, these parks contain 88 acres of natural areas. Land for the Harmon Park Reserve was donated with the intention of protecting it from development. Salem Hills Park is a City park that includes several recreational amenities in addition to natural space.

Woodland and savanna with small pocket wetlands make up the perimeter of the parks, which surrounds the central prairie, a 6.5-acre prairie restoration that has been ongoing since the 1990's. Combined gravel and dirt mountain bike and hiking trails covering over 4 miles traverse the park and cross through all plant communities. The rich variety of habitat types on the site provides abundant opportunities for high-impact ecological restoration and management.

The northern units can be accessed from the Salem Hills Park public parking lot (44.865679, -93.073221). The southern units can be accessed from 63rd Street East (44.858626, -93.071566) with trail access and cul-de-sac parking available.

Program Objectives

The overarching goals at this site are to reduce or eliminate populations of invasive plant species, promote existing plant communities, and reestablish native plant communities. The site's management plan has been phased by grouping units to match available funding. Phase 1 restoration tasks will consist of removing woody invasive species and hazard green ash trees affected by emerald ash borer from woodland units, removing ruderal tree species and woody invasives from savanna units, and seeding woodland and savanna units. Removal of invasive species will be followed by reintroduction and reestablishment of native and climate-resilient plant species.

A 2024 natural resources management plan written by FMR guides this work, which is being undertaken in collaboration with the City of Inver Grove Heights and Dakota County.

The submitted proposal will include:

A narrative detailing the proposed methodology for managing and disposing of non-native woody species including buckthorn and honeysuckle in unit 12C, a high-quality woodland unit with steep slopes and an intact native understory.

A narrative describing the Contractor's proposed methodology for tracking and communicating work accomplished and ensuring quality control and adherence to performance standards for all work outlined in this RFP.

Site Access

The northern units can be accessed from the Salem Hills Park public parking lot (44.865679, -93.073221). The southern units can be accessed from 63rd Street East (44.858626, -93.071566) with trail access and cul-de-sac parking available.

The Contractor shall work with FMR to ensure minimal disruption to park users due to restoration activities. Contractor will perform a visual inspection at the end of each work day. All trails and 2 feet on either side of trail must be clear of woody debris. The City of Inver Grove Heights shall provide temporary trail closure signage, which Contractor will be responsible for. Contractor shall relocate and move trail closure signage as necessary to maintain trail access to the fullest extent possible. No trail closures are permitted on weekends or holidays. All trail closures must be communicated to Project Manager and the City a minimum of 24 hours in advance. Contractor must coordinate a start time with FMR and the City and must notify FMR and the City immediately once work has been completed.

SCOPE OF SERVICES

Tasks and Schedule

Task a. Tree and Shrub Removal

Unit	Year	Preferred Season	Tree and Shrub Removal (Task a) Activity Notes	Acres
1A	2026	Fall/Winter	Cut and stump treat buckthorn > 1" diameter stems. Pile burn or chip material. Buckthorn located in isolated pockets, follow polygon from FMR. Fell ~5 green ash and other trailside hazard trees (< 8" DBH). Pile burn or chip material.	1.0
2A/2B	2026	Fall/ Winter	Forestry mow shrubs and small trees with DBH < 6". Cut and stump treat invasive shrubs including common and glossy buckthorn, honeysuckle, and amur maple in any areas inaccessible to mowing. Pile burn or chip and thinly spread material. (South end of 2B) Fell non-native and ruderal trees larger than 6 inch DBH (avoid marked save trees). Cut stump short enough so equipment can drive through later. Paint stumps with herbicide. Chip where feasible, pile larger material in burn piles. Fell ~5 green ash and other trailside hazard trees (< 8" DBH). Pile burn or chip material.	0.9
5	2026	Fall/ Winter	Clear and pile blowdown material at the north end of unit 5 to improve unit access for future management tasks. Chip or burn piles in winter with other cut material. Polygon from FMR.	1.0
5, 12A, 12C	2026	Fall/Winter	A combination of forestry mowing and cut and paint removal of non-native, invasive trees/shrubs including buckthorn, honeysuckle, amur maple, and black locust. Mow dense patches of sumac where present. Approximately 4.9 acres of dense woody removal (Units 5 and 12A) and 2.7 acres of lower density woody removal (Unit 12C). Burn or chip material when hand cutting. <i>Approach to removal in 12C is a proposal question!</i>	7.6
9A (West of prairie)	2026	Fall/ Winter	Forestry mow shrubs and small trees with DBH < 6". Cut and stump treat invasive and ruderal shrubs including common and glossy buckthorn, honeysuckle, sumac, and amur maple in any areas inaccessible to mowing. Pile burn or chip and thinly spread material. (West side of prairie only).Fell non-native trees above forestry mowing size where needed. Pile burn or chip material.	6.5

Cutting and Stump Treatment:

Woody species and size classes designated for removal within Work Units are provided in the table above. 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 >25%), or other equipment (on slopes <25%). Cut stems shall be cut flat and not exceed 2" from the ground. If significant snow depth is present, the Contractor shall discuss appropriate height with the County.

Dispose of material by chipping or pile burning. When creating brush piles for burning, Contractor shall secure all required permits and approvals prior to ignition. Piles shall be spaced as necessary to minimize dragging of cut material over long distances. 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 the area shall be thoroughly raked 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.

Forestry Mowing:

Forestry mowing shall be done in a manner that does not cause rutting or other damage to trails or soil. Mulch/woody debris shall not exceed a depth of 4". No more than 20% of the unit shall have thick chipped debris that inhibits seeding. Seed bed preparation may be accomplished through mechanical grazing, harrowing, hand raking, or other means proposed by the Contractor and approved by Dakota County.

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.

Task b. Site Preparation and Seeding

Unit	Year	Preferred Season	Prepare Units and Seed (Task b) Activity Notes	Acres
1A	2026	Fall/Winter	Hand-broadcast seeding of simple graminoid seed mix (buckthorn replacement mix). FMR provides seed.	7.9
2A/2B	2026	Fall/Winter	Hand-broadcast seeding of simple graminoid seed mix with savanna forbs. FMR provides seed.	6.2
5, 12A, 12C	2026	Fall/Winter	Hand-broadcast seeding of simple graminoid seed mix (Buckthorn Replacement Mix) following woody species removal. FMR provides seed.	7.6
9A	2026	Fall/Winter	Hand-broadcast seeding of simple graminoid seed mix (Buckthorn Replacement Mix) following woody species removal. FMR provides seed.	6.5

The County/FMR will supply the native seed and seed rate to the Contractor. Contractor shall install seed with broadcast spreader or by hand broadcast. Seed will be evenly broadcast, at about 50 seeds per sq ft depending on the final amount of seed. Half the seed should be applied in one direction, then half in the crosswise direction.

The Contractor will evaluate regularly during seeding operations and adjust the broadcast rate. If post-seeding results clearly show areas that were missed, the Contractor will purchase and seed additional seed of the same mix at their own expense.

Task c. Establishment Management – Invasive Species Control (Through 6/30/27)

Unit	Year	Preferred Season	Establishment Management – Invasive Species Control (Task c) Activity Notes	Acres (or unit)
1A	2026, 27	Late spring, mid summer Fall	Spot spray herbaceous species (garlic mustard, hedge parsley, burdock, Canada thistle, leafy spurge, and other targets as requested) prior to seed set. At least 2 visits in 2026, at least 1 visit in 2027 before June 30th. Spot treat buckthorn, honeysuckle, and other non-native woody species in late summer/early fall 2026.	7.9
2A/2B	2026, 27	Early Summer, mid Summer	Spot herbicide treatment of non-native herbaceous species prior to seed set (garlic mustard, hedge parsley, leafy spurge, Canada thistle, burdock, crown vetch and others). Spray monocultures of non-native grasses including smooth brome, silvergrass (<i>Miscanthus</i>), and reed canary grass. At least 2 visits in 2026, at least 1 visit in 2027 before June 30th.	6.2
2A/2B	2026	Late summer	Forestry mow woody resprouts in previously mowed areas. Target species are native and non-native shrubs including dogwood and honeysuckle. Mowing should occur after a dry period to limit soil disturbance.	5.0
5, 12A, 12C	2026, 27	Early Summer, Late Summer	Spot spray herbaceous species (garlic mustard, hedge parsley, burdock, spotted knapweed, sweetclover, trailside cool season grasses in Unit 5- consult FMR for location, and other targets as requested) prior to seed set. At least 2 visits in 2026, at least 1 visit in 2027, before June 30th.	7.6
9A (West of prairie)	2027	Early Summer	Spot spray herbaceous species (garlic mustard, burdock, other non-native herbaceous species as needed) prior to June 30 th .	6.5

Invasive Herbaceous Species Control

Discuss herbaceous species for control with the Project Manager. Target species shall not be permitted to set viable seed, and some hand pulling or spot mowing may be required in order to achieve the performance standard. Herbicide applications to these species shall be made at the most biologically appropriate time.

Example: Garlic mustard rosettes shall be treated with glyphosate in early spring, prior to bolt. All bolting plants must be hand pulled and removed from the site.

Invasive Woody Species Control

Invasive woody species designated for removal/control are provided in Attachment E. 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 Project Manager inspection. Care shall be taken not to affect non-target vegetation.

Fall foliar treatments will control at least 95% of all woody whips, resprouts and seedlings.

Spot Sprays

Spot sprays are to be used when perennial noxious weeds are present and where treatment will cause minimal off-target impacts. It is the County's expectation that at least 95% of the potential seed producing invasive and noxious weeds have been controlled within the site during each quarter, meaning that the mechanically controlled or sprayed plants have been killed or prevented from seeding until the next appropriate spray window.

Forestry Mowing:

Forestry mowing shall be done in a manner that does not cause rutting or other damage to trails or soil. Avoid mowing pockets of late-season blooming forbs where shrub density is low.

General Specs

Contractor must give the Project Manager a 24-hour notice prior to being on site and a follow-up report shall be submitted within 48 hours after spraying confirming the: target plant(s), chemical(s) used, and a map showing the location sprayed. Signs shall be used to notify park users of herbicide applications along the main paved trail.

Herbicide applicators must be able to accurately identify all invasive and noxious species listed in the weed control information. Label directions must be followed; active ingredient must be of sufficient percentage to effectively kill the target weeds. Herbicide application must follow label instructions and recommendations, and applicator must follow all industry safety standards. Any deviation from the recommended herbicide being used must be approved by the County. Dye shall be used to facilitate Contractor spraying and County inspection. Care shall be taken not to affect non-target vegetation.

It is the County's expectation that at least 95% of the potential seed producing invasive and noxious weeds have been controlled within the site, meaning that the treated plants have been killed or at least prevented from setting seed. Contractor must give the Project Manager a 24-hour notice prior to being on site and a written follow-up report shall be submitted within 48 hours after mowing confirming the: target plant(s) and a map showing the location(s) mowed.

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 Tasks

To be completed between 07/01/27 and 12/31/27, Pending Funding Availability

Unit	Year	Preferred Season	Establishment Management – Invasive Species Control (Task c) <i>Follow specifications from Task C, above</i>	Acres
1A	2027	Mid- to Late Summer Fall	Spot spray herbaceous species (garlic mustard, hedge parsley, burdock, Canada thistle, leafy spurge, and other targets as requested) prior to seed set. At least 1 visit. Spot treat buckthorn, honeysuckle, and other non-native woody species.	7.9
2A/2B	2027	Mid- to Late Summer Fall	Spot herbicide treatment of non-native herbaceous species prior to seed set (garlic mustard, hedge parsley, leafy spurge, Canada thistle, burdock, crown vetch and others). Spray monocultures of non-native grasses including smooth brome, silvergrass (<i>Miscanthus</i>), and reed canary grass. Spot treat buckthorn, honeysuckle, amur maple, and other non-native woody species.	6.2
2A/2B	2027	Late summer	Second forestry mow of woody resprouts in previously mowed savanna areas. Target species are native and non-native shrubs including dogwood and honeysuckle. Mowing should occur after a dry period to limit soil disturbance.	5.0
5, 12A, 12C	2027	Fall	Spot treat buckthorn, honeysuckle, black locust, and other non-native woody species.	7.6
9A	2027	Fall	Spot treat buckthorn, honeysuckle, amur maple, and other non-native woody species in area mowed/ stump treated in 2026.	6.5

To be completed prior to 6/30/27, Pending Funding Availability

Unit	Year	Preferred Season	Alternate Tasks Activity Notes	Acres
10	2026	Fall	Prescribed burn of the north half of the prairie. Burn after October 10 th . Broadcast seed enhancement mix following the burn (FMR provides seed).	2.8
3A	2026	Fall/Winter	Forestry mow shrubs and small trees with DBH < 6". Cut and stump treat invasive shrubs including common and glossy buckthorn, honeysuckle, and amur maple in any areas inaccessible to mowing. Pile burn or chip and thinly spread material.	3.2
11	2026	Fall/Winter	Forestry mow shrubs and small trees with DBH < 6". Cut and stump treat invasive shrubs including common and glossy buckthorn, honeysuckle, and amur maple in any areas inaccessible to mowing. Pile burn or chip and thinly spread material.	4.6
11	2026	Fall/Winter	Remove 50 mature conifers to restore grassland character. Pile burn or haul material off site.	4.6

Prescribed burning

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.

Burn plans shall be created by the Contractor and submitted to the County by March 1 for spring burns and September 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, or water access. The 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 the County at least 24 hours prior to commencement of a burn with additional communication needed for burns around facilities to confirm the site is not scheduled for public use. On the day of the burn, the following parties must be contacted: Department of Natural Resources, local fire marshal(s), Dakota County Dispatch, and County liaison.

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 the 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. The Contractor shall be liable for remedying damage due to prescribed fire. **For any incident occurrence, Dakota County must be notified immediately: primary contact: Logan Olson 651-456-8015.** If not reachable, contact **Chris Klatt 952-891-7947.**

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.

Forestry mowing and tree removal

Refer to specifications from Task a, above.

Invoice Schedule

The Owner will make payments as follows:

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. For establishment management (task d) invoicing will be completed quarterly.

Contractor should send invoices to the County monthly but no later than two months after task is completed.

General Specifications

Use of the Site

The existing buildings, structures, and trails on the site will be open and during the entire project period unless otherwise coordinated with Project Manager and the City. Contractor will fully coordinate all work with the Project Manager. The Contractor shall conduct their operations so as to permit safe and unimpeded access to all existing park infrastructure and trails. Walks, driveways, entrances and all other areas to be used by the public shall be maintained in a safe condition and shall be kept free and clear of Contractor equipment, materials and debris. All damage to existing grading, pavements, unpaved park trails, structures, landscaping and sod will be repaired and fully restored to prior condition upon project completion.

The Contractor shall cooperate with the County in the scheduling and execution of the work and use of the site, and they shall notify the Project Manager as far in advance as possible of the commencement of any work or operation which would interfere with the use of the existing infrastructure or trails. Trails may be closed for work with advance notice to the Project Manager and the County.

The Contractor's operations and storage of materials shall be confined to the areas agreed upon with the County. Fire lanes and parking areas must be kept clear of Contractor equipment and materials at all times. Note that the City will not be responsible for removing snow from the trails during the project period.

Equipment

Vehicles are not allowed on steep slopes (greater than 40% grade).

Any rutting of soils or damage to land 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 the County. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally disposed 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; Glyphosate or triclopyr is preferred, (aminopyralid [Milestone] or clopyralid [Transline] is suitable for thistle and legumes, but CONTRACTOR must first consult with

DAKOTA COUNTY before applying these or any other herbicides). Aquatic formula is required when applying within 100 feet of a wetland.

Agri-Dex (Helena) or Activator-90 (Loveland) are the **only** surfactants to be added to herbicides mixes applied on or near water. Consult with DAKOTA COUNTY for approval to use other products.

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.

Approved signage to advise park visitors of herbicide use shall be placed in strategic locations.

Only herbicide additives that are explicitly approved as herbicide additives are allowed. Prohibited additives include, but are not limited to kerosene, diesel, and anti-freeze/ethylene glycol.

Take maximum care to avoid chemical drift or contact with non-target plants.

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. If significant snow depth is present, CONTRACTOR shall discuss appropriate height with DAKOTA COUNTY. Cut stems shall be immediately treated with herbicide to prevent resprouting. 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: Triclopyr ester (i.e., Garlon 4 Ultra or Garlon 3a) or glyphosate 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.

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, where instructed) 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. CONTRACTOR is responsible for obtaining all necessary permits for burning brush piles. Any ash from burn piles must be dispersed by CONTRACTOR. In certain circumstances when feasible and agreed upon by CONTRACTOR, DAKOTA COUNTY may request piles be burned in COUNTY provided biochar kilns. Specific instructions will be provided.

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.

Non-native herbaceous plants - general specs

Prevent herbicide drift to adjacent plants.

Manage all herbaceous species listed in **Herbaceous Exotic Species List** (Attachment F), 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.

Performance Standards

This section outlines the County’s expectations regarding specific methods that shall be employed during implementation of restoration, enhancement, and establishment management tasks associated with this Proposal. Deviations from these methods may be allowed if approved by the County in writing.

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
Tree/ Shrub removal	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 designated stems have been removed and stump-treated with herbicide. Brush has been removed from the site, chipped, or stacked in suitable locations for burning (as prescribed in task tables).	Any brush piles created for burning are successfully burned. Soils beneath burn piles are prepped and seeded according to County specifications.	For cut-stumps which were missed by stump-treatment, resprouting stumps/stems shall be treated with foliar herbicide application in the fall following removal year at no additional cost. Any trees or shrubs missed by forestry mower will be hand cut and stump treated at no additional cost.

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
Vegetation management	Payment based on completion of work and achievement of performance standards (less the 5% retainage).	Target undesirable weed species: less than 2.5% of population is permitted to cover due to set seed within any 100 sq. m area. More than 98% cover by of target species is spot treated with herbicide within any 100 sq. m area.	No 2nd checkpoint	
Prescribed burns	Full payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard.	Immediately following burn: 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	No 2nd checkpoint	
Overseeding	Full payment upon completion and achievement of performance standard.	100% of areas designated to receive seed have been seeded and lightly raked.	No 2nd checkpoint	Any areas missed will be seeded and all seeded areas will be firmed or lightly raked before payment is released.

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

General Instructions for the Contractor

Contact Person

The Contractor's points of contact for this RFP are:

Logan Olson, Restoration Project Manager
Friends of the Mississippi River
106 W Water St, Suite 600
St Paul, MN 55107
Email: [Logan Olson Email \(lolson@fmr.org\)](mailto:lolson@fmr.org)
Phone: 651-456-8015

Chris Klatt
Dakota County Parks Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: [Chris Klatt Email \(christian.klatt@co.dakota.mn.us\)](mailto:christian.klatt@co.dakota.mn.us)
952-891-7947

Questions related to restoration tasks may be directed to Logan Olson, while those related to the bidding process may be directed to Chris Klatt.

Questions

Questions regarding this RFP must be submitted by email and must be received no later than **5/8/26 at 2 pm**.

Responses to the questions submitted will be posted on the County's website no later than **5/12/26 at noon**, at Doing Business – Requests For Bids, Proposals and Information:
<http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx>

Addenda/Clarifications

Any revisions or modifications to the RFP 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:
<http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx>.

No verbal modification will be binding.

Examination of Proposal Documents

By submitting an RFP, the Contractor represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the objectives of this RFP.

Prevailing Wages

This project is funded by state Outdoor Heritage Fund grant dollars. Prevailing wage rates apply. See Attachment L for current rates.

Pre-Contractual Expenses

Pre-contractual expenses are expenses incurred by the Contractor in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal 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 proposals. Contractors shall not include any such expenses as part of their proposals.

Contract Award

Issuance of this RFP and receipt of proposals does not commit Dakota County to award a contract. Dakota County reserves the right to postpone proposal 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 RFP.

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

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

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

In addition to marking the documents as confidential, the Responder must submit one paper and one digital copy of the 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 proposal.

By submitting this 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: [Data Practices Page: https://www.co.dakota.mn.us/Government/DataPractices/Pages/default.aspx](https://www.co.dakota.mn.us/Government/DataPractices/Pages/default.aspx)

Joint Offers

Where two or more Contractors desire to submit a single proposal in response to this RFP, 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.

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 RFP. County staff reserves the right to:

- Reject any or all proposals if such action is in the public interest;
- Cancel the entire RFP;
- Issue a subsequent RFP;
- Remedy technical errors in the RFP process;
- Appoint evaluation committees to review proposals;
- Negotiate with any, all, or none of the RFP respondents; and
- Reject and replace one or more subcontractors.

This RFP 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.

Submission of Proposals

Proposal Submittal

The Contractor must review the attached specifications, scope of services, and exhibits and submit one electronic copy of the proposal by **NOON on 5/15/26** to [Email Address: parksbids@co.dakota.mn.us](mailto:parksbids@co.dakota.mn.us).

Proposal Format

All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.

All text and exhibits should be succinct and relevant to the RFP requirements.

Proposal Contents

The proposal must include, at a minimum, the following sections:

Letter of Transmittal

The proposal must be submitted on the firm's official business letterhead. The letter is to transmit the proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

Include, at a minimum, the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Acknowledgment of receipt of RFP addenda, if any;
- Name, title, address, telephone, fax numbers and e-mail address of contact person during period of proposal evaluation;

A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and

Signature of a person authorized to bind the offering firm to the terms of the proposal.

Firm Introduction

Provide a brief company history and organizational structure of the firm including an outline of the firm's previous and current projects demonstrating qualifications to provide the scope of services requested by the RFP.

Contractor Team Organization

In this section, state in writing or provide an organization chart showing the team members and key personnel. Identify the team members' areas of responsibility. Provide subcontractors' company name, address, contact person, email and telephone number.

Qualifications and Experience

Reference Projects: Identify at least two similar projects undertaken by the Contractor within the last five (5) years for organizations other than Dakota County. For each project, provide the client's name, address and telephone number for a contact person currently available who is familiar with the firm's performance on each project listed.

Copy of certification of Commercial Pesticide Applicator's license for all of those who may be apply herbicide under the duration of the project.

Copy of certification for burn training for all those that would be on a burn crew

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, RxB3)

Crew leaders must be trained (S130-S190), and certifications must be provided.

Narratives

The submitted proposal will include:

A narrative detailing the proposed methodology for preparing unit 6, a compacted unit with sparse grass cover, for seeding and native grassland establishment.

A narrative describing the Contractor's proposed methodology for tracking and communicating work accomplished and ensuring quality control and adherence to performance standards for all work outlined in this RFP.

Proposal Bid Tab and Proposal Bid Form

The Contractor must provide a detailed budget for the Proposal detailing per acre or per unit rates for Specific Restoration Tasks utilizing the Proposal Bid Tab (separate Excel spreadsheet).

Fill in all lines of the Proposal Bid Form (Attachment A). Use the base proposal from the bid tab to fill in the Base Proposal Lump Sum on the bid form. Both the Proposal Bid Tab and the Proposal Bid Form need to be submitted.

Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with this proposal. See Attachment B: Non-Collusion and Conflict of Interest Statement.

Trade Secret Information

The Contractor must fill out and sign Attachment C: Trade Secret Form.

Exceptions and Deviations

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Contractor. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

Contract Terms and General Conditions

Attachment G of this RFP sets forth the Dakota County standard Contract Terms and General Conditions. Proposals should indicate the firm's willingness to agree to such provisions.

Registration and Good Standing

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

Proposal Evaluation Criteria

Proposals will be evaluated and the contract awarded according to the following criteria:

Evaluation Criteria	Percent of grade
The cost to satisfy all requirements of the RFP	30%
Performance on previous similar projects: Based on experience/successful delivery of recent similar projects with Dakota County and other organizations	20%
Proposed project approach submitted in the project narrative for Units C and D	15%
Proposed methods to ensure a quality product delivered on schedule as outlined in the project narrative	15%
Project Team Qualifications: Based on submittals for project management team	10%
Completeness of proposal	10%

The Evaluation Panel will consist of staff and supervisors responsible for the monitoring and management of the County's natural resources. The evaluation panel will evaluate the written Proposal Submittals and score the proposals using the above criteria.

Timeline and Budget

Program Timeline and Extension(s)

This RFP 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 initial term of the contract to be awarded under this RFP is anticipated to be upon execution through **June 30, 2027**, but may be adjusted to accommodate unforeseen delays.

Release: 5/1/26

Pre-bid Meeting: 5/8/26 at 11 am

Questions Due: 5/8/26 at 2 pm

Responses to Questions Posted: 5/12/26 at Noon

Proposals Due: 5/15/26 at 4 pm

Proposal Review and Contractor Selection: 5/18/26

County Board Approval of Contract: 6/23/26

Anticipated Contract Start Date: June 2026

Contract End Date: 6/30/2027

Budget and Payment

Contractor Budget

Contractor must identify the budget necessary to perform the services identified in the Scope of Services. Contractor budgets should be accurate to meet performance standards. Budget shifts due to poor Contractor performance or misestimation of costs will not be allowable.

Contractor needs to build into the unit rate (per hour/acre/site) their costs for: labor, materials, equipment, and mobilization (including travel time between sites). Hourly tasks will only be billed for time on-site.

Payment for Services

The Owner will make payments as follows:

For most restoration tasks, payments will be made on per unit rates for actual work performed but not to exceed quantity proposed without prior written consent of County Project Manager. Some tasks are paid at COUNTY-designated checkpoints, following successful completion of the restoration/enhancement task and attainment of associated performance standards (see PERFORMANCE STANDARDS section).

Contractor should send invoices to the County no later than two months after task is completed or payment checkpoint is met.

ATTACHMENT A: PROPOSAL FORM

For a complete Proposal, please include all pages of proposal form (1 through 6) fully completed.

PROPOSAL FOR: **DAKOTA COUNTY PARKS NATURAL RESOURCES**

PROJECT: **Harmon Park Reserve and Salem Hills Park 2026-27 Restoration and Enhancement**

PROPOSAL OF: _____ (full corporate name)

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

Name of Project Manager Contact: _____

This is a Proposal for Ecological Restoration and Management of the **Harmon Park Reserve and Salem Hills Park** and to furnish all labor and materials in accordance with the attached contract documents, maps and specifications that were submitted with this proposal and upon which this proposal is made. A rate is required for each task.

BASE TASK RATE PROPOSAL: Hourly and per acre rates to provide all work required per attached quotation documents. (Use spreadsheet, pages 3 and 4 of Quotation Form, for Task Rate Estimates)

BASE PROPOSAL LUMP SUM (From Proposal Bid Tab): \$ _____

Amount in writing: _____

In submitting this Proposal, it is understood that Dakota County reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposals 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.

NOTE: If awarded the Contract, the undersigned agrees that the County, in its sole discretion, may substitute tasks/services/projects in the undersigned's Alternative Proposal for tasks/services/projects in the undersigned's Base Proposal. If the County exercises its right of substitution, it shall provide the Contractor reasonable advanced written notice of the substitution.

By signing this Proposal Form, the Contractor understands and agrees to the terms and conditions set forth herein and in Contract Documents.

Indicate Addenda received: _____

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

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 Proposal Bid Form contains a total of six pages:

the first two pages and

the next three pages which consist of the Proposal Bid Tab (to be filled out and submitted electronically), a Non-Collusion and Conflict of Interest Statement, and a Trade Secret Form.

Harmon Park Reserve and Salem Hills Park Restoration Proposal Bid Tab

Harmon Park Reserve and Salem Hills Park Restoration Project							
Instructions: Fill ONLY the yellow highlighted cells on this bid tab. Bids for individual tasks MUST add up to the lump sum base bid. Annual costs in the proposed invoicing schedule must add up to the total task cost in Column E.							
BASE BID:							
Tasks and Work Units	Task Notes	Qty	Unit	Unit Cost	Cost	2026	2027
A. Tree and Shrub Removal						Complete task by 5/1/27	
Unit 1A		1.0	ac		\$ -		
Unit 2A/2B		0.9	ac		\$ -		
Unit 5	Clear blowdown material	1.0	ac		\$ -		
Unit 5, 12A, 12C		7.6	ac		\$ -		
Unit 9A		6.5	ac		\$ -		
Subtotal:		17.0	ac		\$ -	\$ -	
B. Site Preparation and Seeding						Complete task by 4/1/27	
Unit 1A		7.9	ac		\$ -		
Unit 2A/2B		6.2	ac		\$ -		
Unit 5, 12A, 12C		7.6	ac		\$ -		
Unit 9A		6.5	ac		\$ -		
Subtotal:		28.2	ac		\$ -	\$ -	\$ -
C. Establishment Management - Invasives Control						Complete task by 6/30/27	
Unit 1A		7.9	ac		\$ -		
Unit 2A/2B	Herbaceous	6.2	ac		\$ -		
Unit 2A/2B	Woody mow	5.0	ac		\$ -		
Unit 5, 12A, 12C		7.6	ac		\$ -		
Unit 9A		6.5	ac		\$ -		
Subtotal:		33.2	ac		\$ -	\$ -	\$ -
BASE BID LUMP SUM		36.2	ac		\$ -	\$ -	\$ -
*for establishment management, invoicing will occur quarterly					\$ -	< - should equal cell above it	
ALTERNATE BID:							
ALTERNATE BID TASKS 7/1/27 - 12/31/27 Pending funding availability							
C. Establishment Management - Invasives Control (Mid-Summer/Fall 2027)							
Unit 1A		7.9	ac		\$ -		
Unit 2A/2B	Foliar treatment	6.2	ac		\$ -		
Unit 2A/2B	Woody spp mow	5.0	ac		\$ -		
Unit 5, 12A, 12C		7.6	ac		\$ -		
Unit 9A		6.5	ac		\$ -		
Subtotal:		33.2	ac		\$ -		
ALTERNATE BID TASKS Through 6/30/27 Pending funding availability							
Alternate Tasks (Fall 2026 and Winter 2026-27)							
Unit 10	Rx burn and seed	2.8	ac		\$ -		
Unit 3A	Forestry mow/ cut	3.2	ac		\$ -		
Unit 11	Mow/cut shrubs	4.6	ac		\$ -		
Unit 11	Tree removal	4.6	ac		\$ -		
Subtotal:		15.2	ac		\$ -		
ALT BID LUMP SUM					\$ -		
*for establishment management, invoicing will occur quarterly							
Yellow cells indicate years when County anticipates task activity may occur. Not all yellow cells need to be filled in, but establishment management (i.e., control of invasive species) is expected through end of contract.							
Deviations from this anticipated schedule may be allowed if approved by the County in writing.							

ATTACHMENT B: 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:

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

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

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.

V.7 Revised: MMH (06-19)

Page 4 of 5 of Proposal Form
Submit this form as part of the Proposal response.

ATTACHMENT C: TRADE SECRET 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.

Authorized Signature

Title

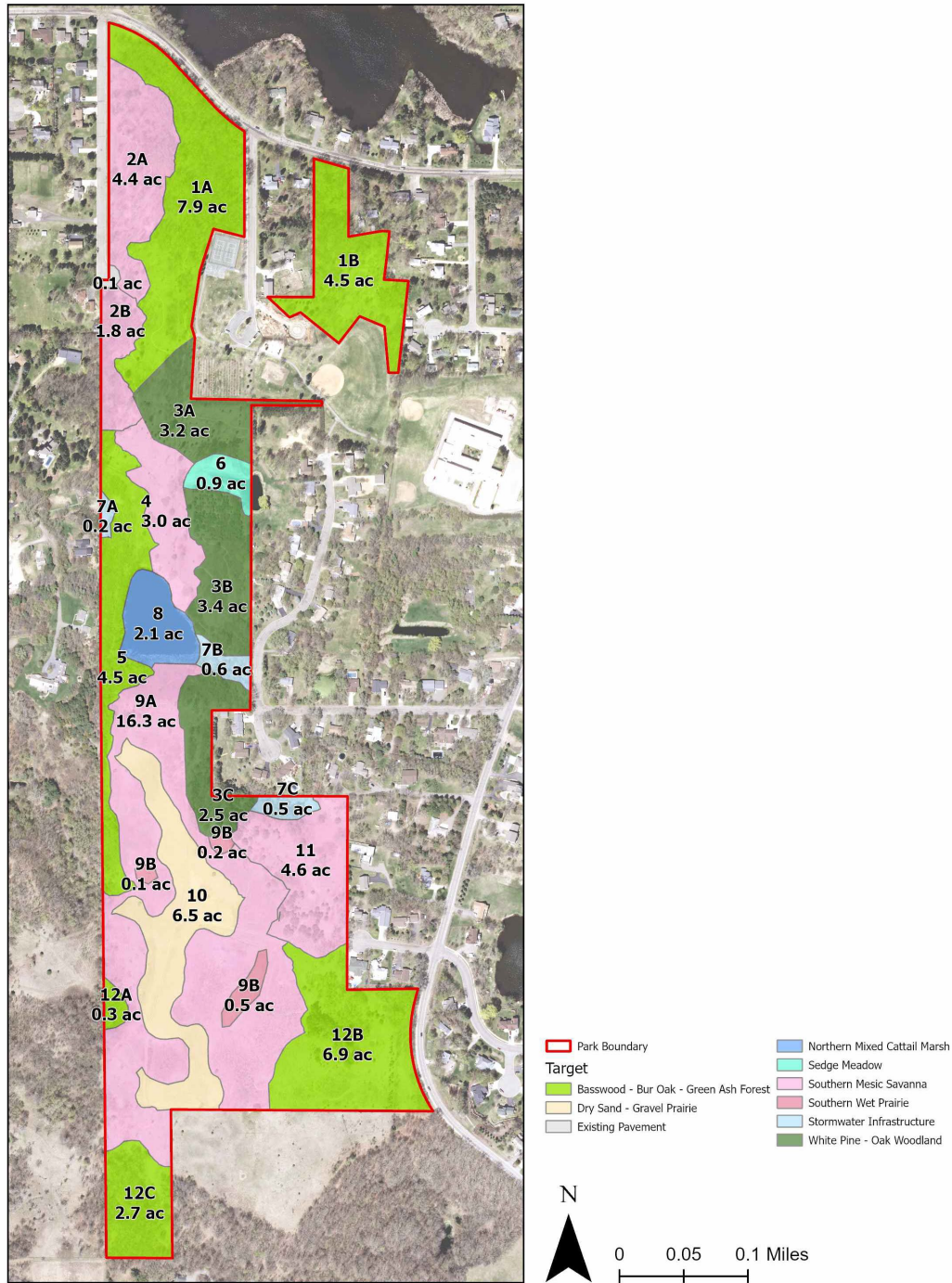
Date

Page 5 of 5

Submit this form as part of the Proposal response.

ATTACHMENT D: Project Maps/Site Access

Harmon and Salem Hills Park Management Units



Site Access: The northern units can be accessed from the Salem Hills Park public parking lot (44.865679, -93.073221). The southern units can be accessed from 63rd Street East (44.858626, -93.071566) with trail access and cul-de-sac parking available. Contact FMR at least 24 hours in advance of any site visit.

ATTACHMENT E: List of Woody Species Designated for Removal

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
<i>Lonicera tatarica</i>	Tartarian honeysuckle	Remove all
<i>Rhamnus cathartica</i>	Common buckthorn	Remove all
<i>Ulmus pumila</i>	Siberian elm	Remove all
<i>Robinia pseudoacacia</i>	Black locust	Remove all
<i>Acer ginnala</i>	Amur maple	Remove all
<i>Frangula alnus</i>	Glossy buckthorn	Remove all
<i>Rhus glabra</i>	Smooth sumac	Remove per task instructions
<i>Acer negundo</i>	Boxelder	Remove per task instructions
<i>Juniperus virginiana</i>	Red cedar	Remove per task instructions
<i>Cornus racemosa</i>	Gray dogwood	Remove per task instructions

ATTACHMENT F: Herbaceous Exotic Species List

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
<i>Alliaria petiolata</i>	Garlic mustard	Control aggressively
<i>Arctium minus</i>	Common burdock	Control aggressively
<i>Cirsium arvense</i>	Canada thistle	Control aggressively
<i>Centaurea stoebe</i>	Spotted knapweed	Control aggressively
<i>Echinochloa muricata</i>	Barnyard grass	Control
<i>Miscanthus sacchariflorus</i>	Creeping miscanthus	Control aggressively
<i>Elymus repens</i>	Quack grass	Monitor. Control if necessary.
<i>Euphorbia esula</i>	Leafy spurge	Control
<i>Hesperis matronalis</i>	Dame's rocket	Control aggressively
<i>Leonurus cardiaca</i>	Motherwort	Monitor. Control if necessary.
<i>Lotus corniculatus</i>	Birds foot trefoil	Control
<i>Melilotus alba</i>	White sweet clover	Control
<i>Phalaris arundinacea</i>	Reed canary grass	Control aggressively
<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 spp.</i>	Foxtail grasses	Monitor. Control if necessary.
<i>Solanum dulcamara</i>	Bittersweet nightshade	Control aggressively
<i>Torilis japonica</i>	Hedge parsley	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 FMR staff methods and goals for control of these species. Some should be controlled more aggressively than others.

ATTACHMENT G: STANDARD ASSURANCES

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:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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).

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).

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.

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

Attycv/Exh SA (Rev. 1-23)

ATTACHMENT H: INSURANCE TERMS

Contractor agrees to provide and always maintain 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 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 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 is not renewed.

6. Pollution Liability

Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per occurrence and aggregate. Pollution Liability shall cover bodily injury, property damage, environmental damage resulting from pollution, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims. If the Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

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

7. 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.

8. Insurer: Policies.

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

9. 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 affect such revision of any property insurance and Workers Compensation policy as may be necessary 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 insurance policy(ies). *Revised: 11/23*

ATTACHMENT I: SAMPLE CONTRACT

Dakota County Contract #DCA

SAMPLE

CONTRACT BETWEEN THE COUNTY OF DAKOTA

AND [CONTRACTOR]

FOR [SERVICE]

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. TERM

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

2. CONTRACTOR'S OBLIGATIONS

2.1. General Description. Contractor shall provide the equipment and services, labor, and materials generally described in the Choose an item. and Contractor's [quote/bid/response] (collectively, “Services”).

- 2.2. Conformance to Specifications. The Services shall be in accordance with the criteria and specifications set out in **Exhibits 1 and 2**. Contractor represents and covenants it can and will perform the Services in a timely manner according to this Contract.
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- 2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].
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- 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.
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- 2.6. Changes in Policy or Staff. Contractor shall provide notice of any staffing changes that may affect its performance under the Contract. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
-
- 2.7. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor's business, to continue Services under the Contract the Contractor must receive written consent from the County permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor's successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

3. PAYMENT

- Total Cost. County will pay Contractor a total amount not to exceed [Maximum Amount] and [cents]/100 Dollars (\$[Dollar Amount]) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.
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- 3.1. Compensation. The County shall pay for Services in the fixed amounts set out in the Contractor's [quote/bid/response]. *[Use if contract will be available to others through the State of Minnesota Cooperative Purchasing Venture]* For purchases made in accordance with the pricing stated in the

State of Minnesota Cooperative Purchasing Venture, or similar cooperative purchasing ventures, the pricing stated herein, based on the cooperative purchasing contract in effect on the date of execution of this Agreement, shall control during the term of this Agreement notwithstanding the expiration of, termination of or changes to the cooperating purchasing contract.

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3.2. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which the County receives the Contractor's invoice. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the County receives the Contractor's invoice. The County will pay Contractor within 35 calendar days after the date on which the County receives the corrected invoice.

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

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

3.3. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date the Contractor performed the invoiced Services.

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3.4. Payment for Disputed or Unauthorized Claims or Services.

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

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

4. COMPLIANCE WITH LAWS/STANDARDS

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

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

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

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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.

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

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[Write Intentionally Omitted for 4.5 if Inapplicable]

4.5. Digital Content Accessibility Standards. Contractor warrants that the following deliverables provided to the County in digital form ("Digital Content") as part of the Services must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA at the time of delivery to the County:

[Select one bullet-point & delete the others]

- All information, media, or material, including electronic documents (such as Word, PDF, and Excel formats) that is created or distributed in a digital format or content designed for interactive formats such as websites, mobile applications, social media platforms, kiosk content, and other digital platforms.

- [List Specific Deliverables]

- The websites, mobile applications, social media platforms, kiosk content, and other digital platforms that are developed, designed, hosted, operated, and/or maintained by the Contractor. Notwithstanding anything to the contrary in this Contract, Contractor must maintain compliance with WCAG 2.1, Level AA throughout the contract term for all system components, contents, and code, including interactive features and third-party integrations. The Contractor must provide an updated Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) 2.4 or later template version upon request of the County or upon major version releases.

Contractor must promptly correct all accessibility defects upon discovery or notice, and no later than 30 days following such discovery or notice, at no additional charge to the County, unless the County approves a different schedule in writing. If Contractor is unable to comply with the required standards for a specific Digital Content, Contractor shall provide alternative solutions for the nonconforming Digital Content upon request, at no additional charge to the County. Failure to remedy an accessibility defect in compliance with this Section constitutes a material breach of the Contract.

5. INDEPENDENT CONTRACTOR STATUS

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

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

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

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand,

(collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:

- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
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- B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- C. Nationally or internationally recognized overnight courier, with tracking service, with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
- D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.

6.2. If the Authorized Representative rejects or otherwise refuses to accept or respond to the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

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

A. Intentional, willful, or negligent acts or omissions; or

B. Actions or omissions that give rise to strict liability; or

- C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract;

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

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

7.2. Limitations. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws shall govern the liability of the County. This indemnity provision shall survive expiration or termination of this Contract.

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

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

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

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

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

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

8. INSURANCE

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

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

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

9. SUBCONTRACTING

9.1. ***Subcontracting Generally Prohibited.*** Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.

9.2. ***Permitted Subcontracting.*** Contractor may subcontract with the Subcontractors identified in Contractor's [quote/bid/response] or as permitted by the County in writing, subject to the following:

A. Contractor shall be responsible for the performance of its Subcontractors.

B. All Subcontractors shall comply with the provisions of this Contract.

C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.

9.3. ***Notice to County.*** Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Contractor must provide such Notice no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.

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9.4. ***Payment of Subcontractors.*** This provision is required by Minn. Stat. §471.425. Contractor shall pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.

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9.5. ***A violation of any part of this section is a material breach of contract.***

10. **FORCE MAJEURE**

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

11. **DEFAULT**

11.1. **Notice of Default.** Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a Default giving rise to the right to terminate for cause unless and until Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the Default and cure period, if any.

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11.2. **Cure Period.** The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified Default. If an opportunity to cure is given, it must be specifically described in the Notice of Default.

•

11.3. **Withholding Payment.** Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified Default is excused or cured, or the Contract is terminated.

12. **TERMINATION**

12.1. **Termination Without Cause.** The County may terminate this Contract without Cause by providing 30 calendar days' Notice of Termination to the Contractor.

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- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
 -
 - B. Failure to perform Services or provide payment within the time specified in this Contract;
 -
 - C. Failure to perform any other material provision of this Contract;
 -
 - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
 -
 - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 1.3. 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.
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- 1.4. 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.
-
- 1.5. 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.

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

1.7. Effect of Termination for Cause or without Cause.

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

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

13. CONTRACT RIGHTS/REMEDIES

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

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

14. AUTHORIZED REPRESENTATIVE

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

-

To the Contractor:

[Name]

[Title]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

To the County:

[Name]

[Title]

[Department]

[Street]

[City, State Zip]

Telephone: [Telephone Number]

[Email Address]

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

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

Dakota County Attorney's Office

Civil Division

1560 Highway 55

Hastings, Minnesota 55033

15. LIAISON

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

-

Contractor Liaison: [Name]

Telephone: [Telephone Number]

Email Address: [Email Address]

County Liaison: [Name]

Telephone: [Telephone Number]

Email Address: [Email Address]

•

- 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. WARRANTY

Contractor expressly warrants that all goods, products and workmanship provided under this Contract shall conform to the County's specifications as described in this Contract. Contractor shall replace any non-conforming goods and products and remedy any defects in the work and pay for

any damage to other work resulting from the non-conforming work, at its own expense, and pay for any damage to other goods or products resulting from the non-conforming goods, work or products, that shall appear within a period of TWELVE MONTHS from the date of final acceptance by County of the goods, work or products.

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

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

20. MERGER

20.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

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20.2. Exhibits. The following Exhibits **and addenda (delete if no addenda)**, including all attachments, are incorporated and made a part of this Contract:

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Exhibit 1 – County’s Request for Choose an item. dated Enter Date

Exhibit 2 - Contractor's Response to Request for Choose an item. dated [Enter Date]

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

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

21. CONFIDENTIALITY

- 20.1. "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.
- 20.2. 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.
- 20.3. 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.
- 20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.
- 20.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data is available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
-
- 20.6. This section survives expiration or termination of this Contract.

22. ELECTRONIC SIGNATURES

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

23. CONTRACT INTERPRETATION AND CONSTRUCTION

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

24. WAGE WITHHOLDING TAX

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

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

COUNTY OF DAKOTA

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

Dakota County Board Resolution:

ATTACHMENT J: 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: Commercial County

Number: 19

County Name: DAKOTA

Effective: 2025-12-22 Revised: 2026-02-09

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 should be reported 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

* Indicates that adjacent county rates were used for the labor class listed.

County: DAKOTA (19)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2025-12-22	31.66	22.78	54.44
104*	FLAG PERSON	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
105*	WATCH PERSON	2025-12-22	39.76	24.39	64.15
106*	BLASTER	2025-12-22	34.26	18.54	52.80
107	PIPELAYER (WATER, SEWER AND GAS)	2025-12-22	47.50	26.12	73.62
108*	TUNNEL MINER	2025-12-22	45.50	26.12	71.62

109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)
 2025-12-22 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.
 2025-12-22 45.00 26.12 71.12
 2026-05-01 46.25 27.87 74.12

111* TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)
 2025-12-22 45.00 26.12 71.12
 2026-05-01 46.25 27.87 74.12

SPECIAL EQUIPMENT (201 - 204)

201* ARTICULATED HAULER
 2025-12-22 46.51 29.40 75.91
 2026-05-04 48.52 31.00 79.52

202* BOOM TRUCK
 2025-12-22 47.25 29.40 76.65
 2026-05-04 48.52 31.00 79.52

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
 2025-12-22 31.66 22.78 54.44

204 OFF-ROAD TRUCK
 FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVGAGE@STATE.MN.US

205* PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER
 MOUNTED UNITS.
 2025-12-22 37.05 19.39 56.44

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2 *
 2025-12-22 47.24 29.40 76.64

306 GRADER OR MOTOR PATROL
 308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3 *
 2025-12-22 46.61 29.40 76.01

309 ASPHALT BITUMINOUS STABILIZER PLANT
 310 CABLEWAY
 312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
 314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
 316 LOCOMOTIVE CRANE OPERATOR
 320 TANDEM SCRAPER
 322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4 *
 2025-12-22 46.25 29.40 75.65
 2026-05-04 47.68 31.00 78.68

323 AIR TRACK ROCK DRILL
 324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
 325 BACKFILLER OPERATOR
 327 BITUMINOUS ROLLERS, RUBBER TIERED 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

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)

340 DUAL TRACTOR

341 ELEVATING GRADER

345 GPS REMOTE OPERATING OF EQUIPMENT

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

352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE

354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE

356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES

357 PUGMILL

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

365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)

367 TUB GRINDER, MORBARK, OR SIMILAR TYPE

GROUP 5 *

	2025-12-22	42.77	29.40	72.17
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER			
379	POWER ACTUATED JACK			
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 *

	2025-12-22	41.37	29.40	70.77
	2026-05-04	42.60	31.00	73.60
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER			
389	DREDGE DECK HAND			
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)			
393	LEVER PERSON			
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			

COMMERCIAL POWER EQUIPMENT OPERATOR

GROUP 1

	2025-12-22	52.39	29.40	81.79
	2026-05-04	54.21	31.00	85.21
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)			
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)			
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)			

GROUP 2

2025-12-22	51.99	29.40	81.39
2026-05-04	53.79	31.00	84.79

- 504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)
- 505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)
- 506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)
- 507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 3

2025-12-22	50.34	29.40	79.74
2026-05-04	52.08	31.00	83.08

- 508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)
- 509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)
- 510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)
- 511 STATIONARY TOWER CRANE UP TO 200 FEET
- 512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
- 513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)
- 514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)

GROUP 4

2025-12-22	49.95	29.40	79.35
2026-05-04	51.68	31.00	82.68

- 515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)
- 516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)
- 518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)
- 519 OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)
- 520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)

GROUP 5

2025-12-22	47.25	29.40	76.65
2026-05-04	48.52	31.00	79.52

- 521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
- 522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)
- 523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM
- 524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)
- 525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)
- 526 FRONT END, SKID STEER 1 C YD AND OVER
- 527 HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)
- 528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
- 529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)
- 530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)
- 531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)
- 532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)
- 533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)
- 534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)

GROUP 6

2025-12-22	45.50	29.40	74.90
2026-05-04	46.71	31.00	77.71

- 535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)
- 536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)
- 537 FRONT END, SKID STEER UP TO 1 C YD
- 538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)
- 539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)
- 540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER

GROUP 7

2025-12-22	44.18	29.40	73.58
2026-05-04	45.34	31.00	76.34

- 541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)
- 542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)
- 543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)
- 544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)

545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)
 546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)
 547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)

GROUP 8

	2025-12-22	41.28	29.40	70.68
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)			
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)			
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)			

TRUCK DRIVERS

GROUP 1

	2025-12-22	32.85	9.02	41.87
601	MECHANIC . WELDER			
602	TRACTOR TRAILER DRIVER			
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)			

GROUP 2 *

	2025-12-22	25.00	0.00	25.00
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK			

GROUP 3 *

	2025-12-22	16.85	6.49	23.34
605	BITUMINOUS DISTRIBUTOR DRIVER			
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)			
607	THREE AXLE UNITS			

GROUP 4

	2025-12-22	25.50	9.42	34.92
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			
	2025-12-22	55.34	33.85	89.19
	2026-06-08	59.39	33.85	93.24
702	BOILERMAKERS			
	2025-12-22	48.35	31.93	80.28
703	BRICKLAYERS			
	2025-12-22	49.91	28.34	78.25
	2026-05-01	52.91	28.34	81.25
704	CARPENTERS			
	2025-12-22	48.56	29.84	78.40
	2026-05-04	51.56	29.84	81.40
705	CARPET LAYERS (LINOLEUM)			
	2025-12-22	47.25	28.33	75.58
	2026-06-01	50.05	28.33	78.38
706	CEMENT MASONS			
	2025-12-22	49.31	27.22	76.53
	2026-05-01	52.20	27.22	79.42

707	ELECTRICIANS			
	2025-12-22	56.80	37.99	94.79
	2026-05-01	61.39	37.99	99.38
708	ELEVATOR CONSTRUCTORS			
	2025-12-22	62.52	45.36	107.88
	2026-01-01	65.21	46.21	111.42
709	GLAZIERS			
	2025-12-22	50.98	28.25	79.23
	2026-06-01	54.03	28.25	82.28
710	LATHERS			
	2025-12-22	50.00	27.35	77.35
	2026-05-04	53.00	27.35	80.35
712	IRONWORKERS			
	2025-12-22	46.35	37.86	84.21
	2026-05-03	49.50	37.86	87.36
714	MILLWRIGHT			
	2025-12-22	42.95	37.81	80.76
	2026-05-01	46.15	37.81	83.96
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)			
	2025-12-22	45.75	29.09	74.84
	2026-05-04	48.25	29.09	77.34
716*	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)			
	2025-12-22	47.71	31.98	79.69
717	PIPEFITTERS . STEAMFITTERS			
	2025-12-22	59.09	36.45	95.54
	2026-05-01	64.09	36.45	100.54
718*	PLASTERERS			
	2025-12-22	50.20	26.37	76.57
	2026-06-01	53.05	26.37	79.42
719	PLUMBERS			
	2025-12-22	58.48	34.32	92.80
	2026-05-01	62.78	34.32	97.10
720	ROOFER			
	2025-12-22	48.32	25.54	73.86
	2026-05-04	51.32	25.54	76.86
721	SHEET METAL WORKERS			
	2025-12-22	56.71	35.82	92.53
	2026-05-01	60.96	35.82	96.78
722	SPRINKLER FITTERS			
	2025-12-22	58.10	36.56	94.66
	2026-06-01	62.50	36.46	98.96
723*	TERRAZZO WORKERS			
	2025-12-22	48.07	27.89	75.96
	2026-05-01	50.80	27.89	78.69
724	TILE SETTERS			
	2025-12-22	44.92	31.14	76.06
	2026-05-01	47.52	31.14	78.66
725	TILE FINISHERS			
	2025-12-22	37.16	24.88	62.04
	2026-05-01	39.24	24.88	64.12

726	DRYWALL TAPER			
	2025-12-22	43.72	30.87	74.59
	2026-05-04	46.47	30.87	77.34
727	WIRING SYSTEM TECHNICIAN			
	2025-12-22	51.07	24.02	75.09
	2026-07-02	54.44	24.02	78.46
728	WIRING SYSTEMS INSTALLER			
	2025-12-22	35.78	19.15	54.93
	2026-07-02	38.15	19.15	57.30
729	ASBESTOS ABATEMENT WORKER			
	2025-12-22	41.23	25.99	67.22
730	SIGN ERECTOR			
	2025-12-22	34.91	20.31	55.22