



CAPITAL PROJECT MANAGEMENT DEPARTMENT

REQUEST FOR BID
Project #CP 2000235
FOR

**Dakota County Lebanon Hills Regional Park Trail Sustainability
Improvements**

Vicinity of 4801 Johnny Cake Ridge Rd, Eagan, MN 55122

Bids Are Due: May 15th, 2026 at 2:00 p.m.

At: QuestCDN vBid (Quest Number 10051816)

Pre-Bid Meeting: April 29th, 2026 at 10:00 a.m. to 12:00 p.m.
Lebanon Hills West Trailhead, 4801 Johnny Cake Ridge
Rd, Eagan, MN 55122

Project Contacts: Mike Adams, Greenways Senior Project Manager
651-554-6538, Mike.Adams@CO.DAKOTA.MN.US
14955 Galaxie Ave Apple Valley, MN 55124

Jonathan Fillmore, Design Lead
SRF Consulting Group
763-249-6704, jfillmore@srfconsulting.com
3701 Wayzata Blvd, Suite 100, Minneapolis, MN 55416

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**ADVERTISEMENT FOR BIDS
DAKOTA COUNTY
Lebanon Hills Regional Park Trail Sustainability Improvements**

Notice is hereby given that Dakota County will receive single prime sealed bids for the “Lebanon Hills Regional Park Trail Sustainability Improvements” project until **2:00 p.m.** local time on **May 15, 2026**. Immediately following expiration of the time for receiving bids, representatives of the Dakota County and SRF Consulting Group will publicly open bids to be read aloud at an online bid opening meeting. The as-read online bid results will be available on QuestCDN following the bid opening. Those interested in viewing the online bid opening are welcome to join the meeting by calling or logging on to: Teams Meeting using the following information: Meeting ID: 287 959 065 326 32 Passcode: Y4MM2fT2 Link: <https://teams.microsoft.com/meet/28795906532632?p=jlw1SCpv7fmYeqrRry>

A Pre-bid meeting will be held at 10:00 a.m. on Wednesday, April 29, 2026 at the Lebanon Hills Regional Park West Trailhead. Representatives of the Owner and Design Consultant will be present. The site address is 4801 Johnny Cake Ridge Rd, Eagan, MN 55122. The **meeting is mandatory** to allow bidders to observe existing site conditions and help ensure a clear understanding of the project. If a bidder has a scheduling conflict with the pre-bid meeting, additional meeting times may be arranged to accommodate.

Bidding documents including the bid form, drawings and specifications can be obtained from www.questcdn.com and will be available on or after April 24, 2026 Bidding Documents may be downloaded from the website for a nonrefundable fee of \$42 by inputting Quest project #10051816 on the website’s Project Search page. The website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the website. Neither Owner nor Architect will be responsible for Bidding Documents, including addenda, if any, obtained from other sources.

This project will consist primarily of decommissioning severely eroded natural surface fall-line trails and replacing them with new, environmentally responsible natural surface trails that follow the contours of the land. The redesigned trails will support multiple uses, including mountain biking, hiking, classic cross-country skiing, and equestrian trail users. This project will focus on improving trail conditions across the park’s west and middle segments. Key tasks include decommissioning approximately 8.5 miles of unsustainable trails, constructing about 7.25 miles of new natural surface hiking/skiing/equestrian trails and addressing deferred maintenance on existing trails.

Prevailing wages are required on this project.

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

Bids may not be withdrawn within sixty (60) days after the opening bids. It is anticipated that the Dakota County Board of Commissioners will consider award of the project on June 9, 2026 at its regular meeting, and reserves the right to accept any bid or to reject any or all bids, or parts of such bids, and waive informalities or irregularities in bidding.

SRF Consulting Group is the design consultant on this project. SRF’s representative is Jonathan Fillmore, PLA. Phone: 763-249-6704, Email: jfillmore@srfconsulting.com. Owner’s representative is Mike Adams, Dakota County Greenways Senior Project Manager Phone: 651-554-6538, Email: Mike.Adams@co.dakota.mn.us
The Owner requires Substantial Completion of the project by **October 31, 2027** and final completion by **March 31, 2028**

INVITATION FOR BIDS

1. Sealed bids for Lebanon Hills Regional Park Trail Sustainability Improvements located in the vicinity of 4801 Johnny Cake Ridge Rd, Eagan, MN 55122, will be received at online through QuestCDN until 2:00 p.m. local time on Friday May 15, 2026.
2. Bids will be based upon this invitation, the attached contract documents, general conditions, supplemental or special conditions, project scope, specifications, drawings and requirements. Single bids will be received for the total work.
3. Bids will only be accepted “only” via the electronic bid form on the QuestCDN website. Fill in all items on the online electronic bid worksheet, sign and date same.
4. Each bid shall be accompanied by a certified check, cashier's check or corporate surety bond in an amount equal to five percent (5%) of the base bid, as bid security.
5. Prevailing wages for contracts exceeding \$25,000: Pursuant to County Regulations and County Board Action 95-55 – prevailing wages in effect at the initial date of issuance of bid documents apply to all projects exceeding \$25,000. This includes contract work by the Contractor or any Subcontractor performing work on this project.
6. The successful bidder is required to furnish a Performance Bond and a Labor and Material Payment Bond each in an amount equal to the total bid.
7. The Owner reserves the right to reject any or all bids received and to waive any informalities and irregularities in the bidding.
8. Work shall be awarded to the lowest responsible bidder meeting specified requirements.
9. Bids may not be withdrawn for a period of sixty (60) days after the opening.
10. Responsible Contractors requirement – see General Conditions Section 1.8
11. A Pre-Bid Meeting will be held on Wednesday, April 29, 2026 at the Lebanon Hills Regional Park West Trailhead located at 4801 Johnny Cake Ridge Rd, Eagan, MN 55122. This meeting will be outdoors followed by a tour of the project areas. Attendance at the pre-bid meeting and project tours is required. If a bidder has a scheduling conflict with the pre-bid meeting, additional meeting times may be arranged to accommodate.
12. All questions regarding this project will be directed to the attention of Jonathan Fillmore, PLA. Phone: 763-249-6704, Email: jfillmore@srfconsulting.com.
13. It is anticipated that the County Board of Commissioners will consider the award of this project on June 9, 2026.
14. The Owner requires Substantial Completion of all project work by October 31, 2027 and final completion by March 31, 2028.

**DAKOTA COUNTY
CAPITAL PLANNING AND PROJECT MANAGEMENT
INSTRUCTIONS TO BIDDERS**

1. By making a bid, the bidder represents that they have read and understands the contract documents and the bid is for a complete project.
2. Bidder further represents that they have inspected the site of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to the work.
3. Nature of the work required demands thorough review of all contract documents and diligent and careful site inspection by all prospective bidders as a means of determining the extent of work and conditions under which work is to be performed.
4. Additional charges will not be considered for work that prior to bidding, could reasonably be inferred as appropriate by examination of specifications, visiting the site, and closely reviewing the work as indicated above.
5. **Bid Form:**
 - a. Complete and submit one electronic QuestCDN Online Bid Worksheet (Bid Form).
 - b. Fill in **all** spaces and data required on the electronic Bid Form.
 - c. Bids will be received for the specified material and equipment only.
 - d. Include **all** labor, material, equipment, incidental costs and sales or use taxes for incorporation of unit prices into the base bid according to the specifications.
 - e. State all prices in writing and in figures on the Electronic Bid Form on QuestCDN.
 - f. Do not stipulate any conditions not contained in the Contract Documents unless the specifications indicate that alternative materials, equipment, or methods will be considered.
 - g. County may waive any informality or reject any and all bids.
 - h. Any unopened bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof.
 - i. Indicate addendum received on QuestCDN
 - j. Submit the Bid on the forms furnished in the bid package on QuestCDN prior to the stated bid time and date.
 - k. Please ensure your bid has been received prior to the stated bid opening date and time by contacting the Owner's Representative at least one hour before the bid opening.
 - l. Bid documents shall be submitted in on QuestCDN website
 - m. **Bid Security:** Each bid shall be accompanied by a certified check, cashier's check or corporate surety bond in an amount equal to five (5%) percent of the base bid pledging that the bidder will enter into a contract with the Owner on the terms stated in his bid and will furnish bonds as hereunder described covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The Attorney-in-Fact who executes a surety bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
6. **Performance and Payment Bonds:** If awarded a Contract and required by law, the bidder shall furnish a Performance Bond and a Labor and Material Payment Bond, each written for the full amount of the contract sum covering the faithful performance of the Contract and the payment of all obligations arising thereunder.

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

Submit original bonds to the Project Manager.
7. **Availability of Site:** The site will be available for construction immediately upon execution of the Contract and Contractor receipt of the Notice to Proceed.
8. **Consideration of Bids / Bidder Qualifications:** The Bid will be awarded to the lowest **responsible** bidder who meets specifications. Determination of the lowest responsible bidder will be based upon the total cost and any other criteria listed below required by the County to verify bidder qualifications to complete the work.

Contractor's Qualification Submission requirements: Contractors must submit qualifications form with their bid. The qualifications form should include written qualifications and supporting documentation as outlined below:

- a) Company/Contractor name, address, telephone number, e-mail address, website address (if available).

- b) Year the company was established.
- c) A narrative addressing company’s experience relative to this project.
- d) Primary contacts within the company: title, telephone number and email address for each.
- e) Provide a resume or other documentation indicating that the on-site field supervisor(s) overseeing trail implementation has a minimum of five (5) years’ experience constructing trail systems as described in this drawing and specification package.
- f) List of subcontractors.
- g) List of applicable projects within the last 8 years. Include the following information:
 - a. Photos (optional)
 - b. Video links (optional)
 - c. Reference (required for each project)
 - i. Reference check questions may include but not be limited to: maintainability of trail, execution of change orders, adherence to project timeline and goals, and final as-built product in comparison to the specifications from which it was built
 - d. Please respond to project specific qualification factors listed in “Table 1: Threshold Requirements” below

Table 1: Threshold Requirements		
Qualifying Factors	Threshold Requirement	Justification for Threshold
What is the company's experience in constructing hiking, skiing, and equestrian natural surface trails? Include reference, locations, and list length of trail constructed.	25 miles	Project includes around 8 miles of new natural surface trails, having constructed equal to or greater than 25 miles of trail should provide adequate experience.
What is the company's experience in constructing adaptive mountain bike trails? Include reference, locations, trail names, and list length of trail constructed.	5 miles	Project includes around 0.7 miles of widening existing mountain bike trail to accommodate adaptive cycling, having constructed adaptive mountain bike trail equal to or greater than 5 miles of trail should provide adequate experience.

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

- 9. **State Excise, Use or Sales Tax:** In submitting a bid, the bidder includes in the amounts all state excise, use or sales tax of building materials, supplies, and equipment to contractors, subcontractors, or builders for the erection of buildings or the alteration, repair or improvement of real property and as required by the State of Minnesota.
- 10. **Notice to Proceed:** The Bidder must agree to commence work on a date to be specified by the Owner in the written “Notice to Proceed” and to complete the Project within the contract time stated in the Bid Form.
- 11. **Laws and Regulations:** Bidders including all equipment and material vendors and subcontractors attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of the authorities having jurisdiction over construction and completion of this project apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written in full. Any inspections required by any Federal, State or Local agencies will be arranged and paid by the bidder. Bidder will strictly comply with and follow all applicable Federal, State and Local statutes, laws, rules, regulations and ordinances including OSHA regulations, Equal Employment and non-discrimination requirements.
- 12. **Permits, Licenses and Fees:** All permits and licenses required by local and all other agencies will be obtained and paid for by the Contractor.

13. **Public Records and Requests for Confidentiality:**

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

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

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

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

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

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

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

Rec. 06/22/2018

GENERAL CONDITIONS for CONSTRUCTION

G-1 DEFINITIONS:

- 1.1 **Addenda** – Written or graphic instruments issued prior to the opening of Bids that clarify, correct or change the Bidding Requirements of the Contract Documents.
- 1.2 **Agreement** – The written and fully executed contract between Owner and Contractor covering the work to be performed including any attachments and exhibits.
- 1.3 **Architect** - the person lawfully licensed to practice landscape architecture in the State of Minnesota or an entity lawfully practicing landscape architecture and is referred to throughout the Contract Documents as if singular in number. The term Architect means SRF Consulting Group or their authorized representative for this project.

In general, a licensed architect or engineer is required for any work that is subject to state building code requirements. A signature and professional registration number must appear on all design documents. All space modifications AND many general repairs in County buildings require a building permit.

- 1.4 **Bid Documents** – Includes the contract agreement, bid notice, invitation for bids, instructions to bidders, general conditions, addenda, specifications, specified requirements or schedules, drawings and bid form.
- 1.5 **Bonds** – Bid, Performance, Labor and Material Payment, Warranty bonds and other instruments of security.
- 1.6 **Change Order** – a document prepared by the Owner, Architect or Engineer which is signed by the Architect or Engineer, Contractor and Owner and authorizes an addition, deletion, or revision in the work or an adjustment in the Contract Price or schedule issued on or after the effective date of the agreement. **All no cost changes** to the contract documents will be included in change order documents.
- 1.7 **Contract Documents** - consist of the advertisement, invitation for bid, instruction to bidders, Contractor's bid form including documentation accompanying the bid and any post bid documentation submitted prior to the Notice of Award when attached as an exhibit to the agreement, contract agreement, specifications, drawings, these general conditions, any supplementary conditions, addenda, Notice to Proceed, insurance certificate, bonds, written amendments, change orders, work change directives, field orders, Architect or Engineer's written interpretations and clarifications issued and approved by the Owner after the effective date of the agreement and all formal modifications agreed to by both parties in writing. Any change to the contract can only be made in writing. NOTE: Approved shop drawing submittals, reports and drawings submitted after the effective date of the agreement **are not** Contract Documents.
- 1.8 **Contractor or General Contractor** – as identified in the "Owner-Contractor Agreement", the person(s), firm or corporation with whom the Owner has entered into the Agreement and means the contractor or Contractor's authorized representative.

Responsible Contractor requirements – Applies to bids \$50,000 or greater –

The term "responsible contract" as used in this document has the same meaning as described in Minnesota Statute §16V.285, subdivision 3.

- a. All response to this request must include a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3. This requirement is met by completing and submitting the Contractor Responsibility Affidavit included as Attachment A.
- b. Any contractor or subcontractor that does not meet the requirements in subdivision 3 or fails to verify that it meets those criteria by not including the affidavit of compliance is not

- a responsible contractor and will not be eligible to be awarded a contract. Any false statement regarding compliance with subdivision 3 will result in termination
- c. The contractor or subcontractor must also include in its verification of compliance affidavit a list of its first-tier subcontractors that it intends to retain for work on the project.
- d. If a contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the contractor or subcontractor will obtain verifications of compliance for each additional subcontractor with which it has a direct contractual relationship and submit a supplemental verification confirming compliance with subdivision 3, clause (7) within 14 days of retaining additional subcontractor(s). This requirement applies during the bidding process and continues through the term of the awarded contract.

- 1.9 **Defective Work** – work that is unsatisfactory, faulty or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval, or has been damaged prior to acceptance by the Owner at substantial completion.
- 1.10 **Field Clarification** – A written order or change issued by the Owner, Architect or Engineer to the Contractor which orders minor changes in the work but does not involve a change in the contract price or the contract schedule. Includes AIA Architect’s Supplemental Instructions – ASI and SI documents.
- 1.11 **Notice of Award** – the written notice by the Owner to the lowest bidder meeting contract or project requirements stating the intent of the Owner that upon compliance with all contract or project conditions, a formal contract will be issued by the Owner for execution by both parties.
- 1.12 **Notice to Proceed** – the written notice given by the Owner to the Contractor and Architect or Engineer fixing the date on which the project schedule or contract times will commence to run and when Contractor will start to perform obligations under the contract documents.
- 1.13 **Project** – the total construction and furnishing of all labor, equipment and materials of the work to be provided under the Contract Documents.
- 1.14 **Scope of Work** - all work shown or described within the contract documents to include work not shown but required to provide for a complete installation.
- 1.15 **Owner - Dakota County** - where reference is made to the Owner it means the Dakota County Board of Commissioners or the County's authorized representative.
- 1.14 **Substantial Completion** - substantial completion is the stage in the progress of the work when the work or designated portion of the work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. In addition to execution of the certificate of substantial completion document(s) as prepared by the Architect and in order to occupy or utilize the Work for its intended use, Owner must have received occupancy permit from local building official, complete Product Data, Operating and Maintenance Data, orientation and training as required by the bid documents for substantial completion to occur.
- 1.15 **Project Completion** - the date that final payment is made by the Owner.

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

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

- G-4** The Owner reserves the right to stop the work if any portion is found to be unacceptable by notifying the Contractor in writing.
- G-5** The Owner reserves the right to perform work or any part thereof and to correct any defective work or deficiencies found in the Contractor's work if the Contractor fails to correct the same after a seven (7) calendar day period following written notice from the Owner of said defects or deficiencies to the contractor. All costs incurred in the correction of defective work or Contractor deficiencies by the Owner shall be deducted from the contract amount including Owner staff overhead costs at actual hourly rate plus 40%.
- G-6** **CORRECTION OF WORK:** If within the period of time as may be prescribed by law or by the terms of any applicable special guarantee(s) required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a specific written acceptance of such condition(s). The Owner shall give such notice promptly after discovery of the condition.
- G-7** **CUTTING AND PATCHING:** The Contractor shall do all cutting, fitting, or patching of the work as may be required to provide a complete installation. All patching shall be done in such a manner as to leave no visible trace and to return parts affected to the condition of undisturbed work. The Contractor shall repair any part of the existing structure damaged by the performance of the work under the Contract Agreement.
- G-8** **CLEAN UP:** The Contractor shall at all times keep the premises free from accumulation of dust, dirt, waste materials or rubbish caused by his operation by moving all such items to a central collection area. The Contractor will remove all waste from the site at frequent intervals to prevent hazards or unsightly conditions. If the Contractor fails or refuses to clean and remove all such scrap and waste from the project site, the Owner will perform the necessary clean-up and deduct the cost thereof from the total contract price including overhead costs at actual hourly rate plus 40%.
- G-9** **HOLD HARMLESS AND INDEMNIFICATION:**
 To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and Consulting Engineer, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, whether or not also caused in part by a party indemnified hereunder, by reason of any act or omission of Contractor, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible, in the performance of any of Contractor's obligations (whether expressed or implied) under this Contract.

 Should the Contractor's or any Subcontractor's or Supplier's failure to comply with this section result in the assessment of a fine or a penalty against the Owner such as OSHA, the Contractor will reimburse the Owner by deductive change order for all costs resulting from such action.
- G-10** **INDEPENDENT CONTRACTOR CLAUSE:** For the purposes of this agreement, the Contractor shall be deemed to be an independent Contractor and not an employee of the County. Other persons while engaged in the performance of any work or services required to be performed by the Contractor under the terms of this agreement, shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the Contractor, its agents or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the Owner.

 It is hereby acknowledged by the parties that the County will not be responsible to the Contractor for any and all benefits provided by Contractor to its employees including but not limited to vacation, sick leave, worker's compensation and unemployment Compensation.
- G-11** **PAYMENT:** The Owner will make payments as follows:

 On or about the twentieth day of each month following a month in which the Contractor has submitted a valid application for payment on or before the 25th of said month, the Owner will pay the contractor ninety-five percent (95%) of the value, based upon a Schedule of Values approved by the Owner on the contract prices of labor and materials incorporated in the work and of materials suitably stored at the site up to the last day of the preceding month, as estimated by the project manager, less the aggregate of previous payments. Each pay application must be accompanied by a current updated CPM schedule showing all progress to date. All retainage shall be paid to the Contractor upon final Project completion to the satisfaction of the Owner's representative.

Minn. Stat. § 471.425 requires the Contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the State or County for undisputed work or services provided by the subcontractor. The law also requires the Contractor to pay interest of 1-1/2 percent per month or any part of a month on an undisputed amount not paid on time to the subcontractor.

If the Contractor fails to make this payment within the specified time, the applicable payment may be canceled on the next partial estimate.

Before final payment is issued Contractor shall supply County with a certificate executed by the Minnesota Commissioner of Revenue in accordance with Minn. Stat. 270C.66 showing payment of all withholding taxes owed by Contractor or subcontractors for employee wages arising from this project (Revenue Form IC-134).

G-12 CONTRACTOR'S INSURANCE:

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

12.2 **General Liability Insurance:**

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

a. Bodily Injury Liability:

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

b. Property Damage Liability:

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

c. Personal Injury Liability:

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

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

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

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

- a. Aggregate limits specified above shall not have been reduced below the specified amounts at the date of execution of the Contract, nor shall they be reduced until Project Completion.
- b. If the General Liability policy contains a General Aggregate, the General Aggregate shall be not less than \$2,000,000 for Contractor and \$2,000,000 for Subcontractor, and the policy shall be endorsed to provide that the General Aggregate shall apply to this Project only.
- c. Property Damage Liability coverage shall include coverage for hazards of explosion, collapse and damage to underground property (XCU).
- d. The policy shall include a Broad Form Property Damage Coverage Endorsement.
- e. Personal Injury Liability coverage shall provide coverage for Group A, B, and C offenses. The employment exclusion shall be deleted.
- f. Completed Operations coverage shall be maintained in effect during construction and for a period of not less than three (3) years after the date of Substantial Completion, and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the period of coverage.
- g. Contractual Liability coverage shall insure the Contractor's obligations under Paragraph 12.18 and shall conform to the requirements of Minnesota Statutes Section 337.05.
- h. The total limits may be satisfied by the limits afforded under a primary policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such required insurance type as that afforded by the underlying policy.

12.3 Automobile Liability Insurance:

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

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

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

- a. Worker's Compensation Insurance shall be as required by law and shall include an All States or Universal Endorsement.
- b. Employer's Liability Insurance shall be written for not less than the following limits of liability:

\$500,000	Each Accident
\$500,000	Each Disease, Each Employee
\$500,000	Disease Aggregate

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

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

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

- 12.8 All policies required by this Section G12 shall be open to inspection by the Owner, and copies of such policies shall be submitted to the Owner upon written request.
- 12.9 The Contractor shall submit three (3) copies of Certificates of Insurance to the Architect for the Owner's review and approval. The Certificates shall be on a Standard Acord Form.
- 12.10 Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the Owner and the Architect do not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interest or liabilities but are merely minimums.
- 12.11 Where special or unusual hazards peculiar to this Project are foreseeable, the Contractor shall take such steps as are necessary to insure itself against such hazards and be responsible for any damages which result from the occurrence of the hazards in connection with the Work.
- 12.12 **Property Insurance:** The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such policy shall be written on an all Risk, Completed Value form.
- The policy may contain a deductible of not more than \$25,000 which applies to each loss. The Contractor shall pay the costs not covered because of deductibles which apply to loss of the Contractor's work and any damage or loss to the Contractor's or Subcontractor's tools and equipment.
- 12.13 **Materials Stored Off Site:** If payments are to be made for materials or equipment stored off the site or in a transit, and such materials or equipment are not covered by the property insurance policy, the Contractor shall effect and maintain similar property insurance on such materials and equipment. Contractor will provide the Owner suitable evidence of this insurances naming Dakota County as additional insured.
- 12.14 **Additional insured:** The Owner, Architect, Engineers and other Consultants, and the Contractor, all by name, and all Subcontractors and Sub-Subcontractors categorically, shall be named as additional insured on all Contractor's policies required by this Section G-12.
- 12.15 The policy shall be endorsed to permit occupancy of the premises by the Owner.
- 12.16 Policies shall be open to the inspection of the additional insureds, and duplicate copies of policies shall be furnished to the additional insureds at their request.
- 12.17 **Performance Bond and Payment Bond:** The Contractor shall furnish bond or bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Contract will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed to do business in the State of Minnesota, and on the current list of Company's Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

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

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

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

- 12.18 **Additional Insurance.** Owner shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Owner may reasonably require for the protection of their interests or those of the public. In such event and at Contractor's cost, Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).
- 12.19 **Evidence of Insurance.** Contractor shall promptly provide the Owner with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide the Owner with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Owner's Certificate of Insurance, or in such other form as Owner may reasonably request and shall contain sufficient information to allow the Owner to determine whether there is compliance with these provisions. At the request of the Owner, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so requested, Insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the Insurer provide at least 30-day notice to the Owner prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agent shall certify that he/she has Error and Omissions coverage.
- 12.20 **Insurer: Policies.** All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the Owner. Such acceptance by the Owner shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, the Owner shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to the Owner. If the Owner does not respond in writing within such 15-day period, Contractor's insurer(s) shall be deemed to be acceptable to the Owner.
- 12.21 **Noncompliance.** In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, the Owner shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefore and to pay the cost thereof to Owner immediately upon presentation of invoice.
- 12.22 **Loss Information.** At the request of the Owner, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other Insured under Contractor's required policies) that may affect the amount of liability insurance available for the benefit and protection of the Owner under this section. Such loss information shall include such specifics and be in such form as the Owner may reasonably require.
- 12.23 **Release and Waiver.** Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor.

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

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

G-13 ORDINATION OF DOCUMENTS: In the event of conflict in the Contract Documents, the priorities stated below shall govern:

- 13.1 Addenda shall govern over all other Contract Documents and subsequent Addenda shall govern over prior Addenda only to the extent modified.
- 13.2 Supplementary General Conditions (if permitted) shall govern over Contract General Conditions.
- 13.3 Contract General Conditions shall govern over all sections of the Specifications and any notation on the Plans. No other section of the specifications shall modify the Contract General Conditions.
- 13.4 In case of conflict between Plans, Specifications and Details, the Specifications shall govern.
- 13.5 Conflicts within the plans:
 - a. Schedules, when identified as such, shall govern over all other portions of the plans.
 - b. Specific notes shall govern over all other notes and all other portions of the Plans except the schedules described in item a above.
 - c. Larger scale drawings shall govern over smaller scale drawings.
 - d. Figured or numerical dimensions shall govern. Dimensions obtained by scaling are permitted only when specifically noted.
 - e. In the event that provisions of codes, safety requirements, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

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

- 14.1 Notice of claim: Written notice of a claim for additional compensation by the General Contractor will be given to the Owner and Owner's design consultant immediately when conditions differ significantly from the contract documents. Written notice will be given immediately for any such request that affects critical path schedule items as shown in the CPM schedule submitted by the Contractor and approved by the Owner and Project Architect. Contractor will clearly demonstrate how the critical path is affected in writing. There will be no additional compensation paid by the Owner for any costs, overhead or otherwise, that result from an extension in time or the contract completion date.
- 14.2 Requests for extension of time for weather will be permitted only if the events leading to such claim exceed the 10-year monthly averages as published by the closest official NOAA data site. Contractor will be familiar with local weather to the extent that it applies to this project. Contractor will bear all project overhead costs due to project delays resulting in any extension of time due to weather.
- 14.3 Any change in project costs will be determined by one of the following methods:

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

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

- A2. Direct labor costs-indicating dates, hours and rates by trade.
- A3. Actual increased or decreased insurance and bond premium costs payable by reason of change.
- A4. Actual rental charges for rented equipment.
- A5. Subcontracted costs including 10% markup in favor of the subcontractor. Work performed by subcontractors is computed as outlined in Items A1 through A4 and includes a maximum of 10 percent on behalf and in favor of first tier subcontractors.
- A6. A maximum of fifteen percent (15%) of the total of Items A1 through A4 as compensation will be included on behalf of the Contractor for **all** other costs and expenses including administration and project overhead, bonds, insurance, profit, and supervision.
- A7. All additional work shall be reduced to writing and agreed upon by the Owner and the Contractor prior to commencement of such work.
- A8. No markups shall be applied to credits or decreased values in the work, either by the Contractor or subcontractors.

Method A Example: Contractor's direct work cost is \$2,200; and
 Subcontracted direct costs are \$5,000
 $\$5,000 \times 1.10 = \$5,500 = \text{Subcontractor total cost including 10\% for Sub}$
 $\$5,500 + \$2,200 = \$7,700$
 $\$7,700 \times 1.15 = \$8,855 = \text{Final Cost Including Contractor 15\%}$

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

G-15 PRODUCT DELIVERY, STORAGE, AND HANDLING: Deliver, store and handle materials in a manner that will prevent damage. Store materials clear of the ground and protect from water and the elements. Protect finished surfaces from scratching and damage. Replace all damaged materials.

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

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

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

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

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

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

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

Fire Alarm Disabling: The fire alarm system should never be disabled during normal business hours (8am – 4:30pm, Monday – Friday) unless it is an emergency or for project work that has been preapproved by management. Submit your request for fire alarm disabling to the owner's project manager in writing. Explain the reason the system needs to be disabled, the area affected and for how long. After approval has been given, notify the owner's project manager when the fire alarm system can be enabled.

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

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

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

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

Approved Vendor: The Contractor will use the following vendor(s) for the above recycling efforts:
LSR, Dem-Con, Lloyd's Construction Services, and Dakota Transfer

Other vendors that meet or exceed the current construction waste recapture and recycling demonstrated by above Contractors may be submitted to the Owner for consideration. Other vendors must be approved by the Owner.

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

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

G-19 SANITARY FACILITIES: Contractor will provide all portable sanitary facilities for the project.

G-20 WARRANTY: Unless otherwise noted in the specifications or drawings, all equipment, materials and workmanship will be warranted free from any defects for a period of 24 months from the date of acceptance by the County either at Substantial Completion or Project Completion. All roofing systems including metal and metal paint finishes will be warranted for a period of twenty (20) years for date of substantial completion. This warranty includes all parts, materials, transportation, labor, mileage, vehicle charges, and manufacturer charges to correct any problems or defects in workmanship that may develop within the warranty period. The Contractor will correct all deficiencies without cost or interruption of service to the Owner during the one-year warranty period including temporary replacement of critical equipment should it become necessary to remove the equipment from the site.

A warranty walk through inspection will be completed by the Contractor, Architect and Owner at the 11 months following the date of substantial completion.

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

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

22.1 The Contractor must submit to the Owner and Architect a Critical Path Method (CPM) schedule for the project within 30 calendar days after notification of award of the Contract or at the preconstruction conference, whichever is earliest. Contractor's schedule shall incorporate Owner provided schedule information.

The schedule must show work activities in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the project period specified in the bid documents and prior to the project completion date. Show the order and interdependence of activities and the sequence in which the work will be accomplished. With the exception of the first and last project tasks, all tasks will have a minimum of one predecessor and one successor. Describe all activities so that the work is readily identifiable and the progress on each activity can be identified and measured. Failure to include any element of work or any activity relating to the project will not relieve the Contractor from completing all work within the project period specified in the bid documents at no additional time or cost to the Owner.

The following is a list of critical milestones to be included in the Contractor's CPM schedule:

- Notification of Award
- Pre-Construction Meeting
- Middle Segment Construction Start
- West Segment Construction Start
- Segment Substantial Completion
- Final Completion

22.2 Acceptance of Schedule: The Owner will accept or return comments on submitted schedules within fourteen (14) calendar days after being received. Schedules that are not accepted shall be corrected by the Contractor within seven (7) calendar days after the Owner has returned comment. It is the Contractor responsibility to meet with the Owner as often as necessary to satisfy the Owner's comments within said seven (7) calendar days.

The Owner's review and acceptance of Schedules will not waive any Contract requirements and shall not relieve the Contractor of any obligation or responsibility for submitting complete and accurate information. By review and acceptance of the Schedule, the Owner does not endorse or otherwise certify the validity or accuracy of any part of the Schedules. The responsibility for validity and accuracy of all Schedules is the sole responsibility of the Contractor.

Errors or omissions within Schedules shall not relieve the Contractor from finishing all work within the time limit specified for completion of the Contract. If, after a Schedule has been accepted by the Owner, and either the Contractor or the Owner discovers that any aspect of the Schedule has an error or omission, it shall be corrected.

- 22.3 Schedule Updates: The Contractor shall submit an updated CPM schedule with each pay application, which accurately records the dates work started and completed. Changes to the Schedule shall be closely coordinated with the Owner and are subject to the Owner's acceptance.

The Contractor shall minimize the number of changes and state within the update narrative, the reasons for any changes to the Schedule.

- 22.4 Two-Week Look Ahead Schedule: The Contractor will develop and maintain a detailed, two-week look-ahead schedule that clearly communicates the planned work activities, major material deliveries and involved contractors or sub-contractors in the coming weeks. This schedule may be hand generated and shall be provided to the Owner and Architect at each construction progress meeting.

G-23 PROJECT MEETINGS: The Contractor representative is required to attend a weekly construction status meeting at the site when scheduled by the Owner's representative. Contractor will provide detailed typewritten minutes of each meeting and provide one copy each to designated Owner's representatives. Project progress will be included monthly on the Master Project CPM Schedule with the application for payment and submitted to the Owner. Biweekly work schedules will be provided at each meeting and attached to the minutes of each meeting.

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

G-25 SCOPE OF WORK: The Project scope focuses on improving the sustainability of natural surface trails for hiking, skiing, mountain biking, and equestrian use in the west and middle segments of Lebanon Hills Regional Park. The scope of work includes decommissioning approximately 8.5 miles of existing natural surface trails that are unsustainable and prone to erosion, constructing about 7.25 miles of new natural-surface trails to replace these corridors, and addressing deferred maintenance on existing trails to remain.

- 25.1 General Scope: The attached specifications provide a minimum acceptable standard required by the Owner.

Base Bid is for all work shown on the contract drawings and referenced in the Bid Documents including but not limited to earthwork, grading, erosion control, and site restoration.

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

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

G-26 SUBMITTALS: Contractor will provide an electronic submittal exchange.

26.1 **GENERAL**

- a. All required submittals will be made to the Owner and Architect for review and acceptance for inclusion in the project.
- b. Submittals such as brochures, schedules, performance charts, etc. that show more than one item or piece of equipment will be clearly marked to show which item is being submitted for approval.

- c. Each submittal will clearly show the following on a separate cover sheet:
 - 1. Dakota County Lebanon Hills Regional Park Trail Sustainability Improvements
 - 2. Date submitted
 - 3. Contractor's review signatures.
 - 4. Contractor's/Subcontractor's name, telephone number, fax and email address.
 - 5. Manufacturer's or Supplier's name and telephone number of contact person.

26.2 SPECIAL SUBMITTALS FOR OWNER APPROVAL

- a. Insurance Certificate(s) naming the Owner as additional insured.
- b. Copy of Building Permit from local jurisdiction prior to start of any work on the project.
- c. Copies of all special permits that may be required for the project.
- d. Plan for erosion control and storm water runoff consistent with NPDES, federal, state and local requirements.
- e. Copy of Contractor's Safety and OSHA compliance plan. Contractor will have available on jobsite or post notice where the plan can be obtained.
- f. Names of all Sub-Contractors and a complete list of all prevailing wages by labor codes and classes for each element of the project including work performed by the General Contractor. Prevailing wage compliance report is required at the start of the project.

26.3 SHOP DRAWINGS AND PRODUCT DATA

- a. Form of Submittals: shop drawings, prints, brochures, catalog pages, cut sheets, schedules, etc.
- b. Shop Drawings
 - 1. All shop drawings will be drawn to scale and correctly dimensioned.
 - 2. Will show all information needed to establish compliance with the Contract Documents and job conditions.
 - 3. Will indicate any adjoining or incidental work in sufficient detail to show proper installation and connections.
- c. Checking by Contractor: The Contractor will check each submittal, mark up if required, indicate his approval, sign and date before submitting each item to the Owner.
- d. Resubmittals
 - 1. Drawings and material returned "No Exceptions Taken" need not be resubmitted.
 - 2. Drawings and materials returned "Make Corrections as Noted" need not be resubmitted unless resubmission is indicated on the item.
 - 3. Drawings and materials returned "Revise and Resubmit" or "Rejected" will be revised as required and then resubmitted.
 - 4. Review and approval of submittals by the Owner is only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. Any review by the Owner does not relieve the Contractor from any responsibility. Contractor will confirm all dimensions at the Project Site regarding information that pertains solely to the fabrication processes or to techniques of construction and for coordination of the work of all Trades.

26.4 FINAL SUBMITTALS

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

- a. As-Built Record Drawings – One complete set – in pdf and GIS shapefile format including layer file to display linework.
 Contractor and subcontractors will include as-built drawings as incidental to project.
 Contractor will maintain on site original tracking document – fully accessible to Owner.
 Contractor will coordinate monthly meetings with owner representative, architect, engineer and subcontractors to verify, update and track as-built changes.
 As built drawings will include alternates, change orders and all other changes that record how the work was completed and what was installed.
 As part of the substantial completion process the Contractor will conduct an as-built drawings turnover meeting with owner’s representatives, architect, engineer and contractors. Missing or inaccurate information will be corrected prior to final payment.
 Final as-built record drawings will be submitted to the Owner on a flash drive provided by the Contractor.
- b. 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”) shall satisfy this requirement with respect to the Contractor or subcontractor.
- c. Certificate of Occupancy naming Dakota County as Owner.

G-27 PREVAILING WAGE CERTIFIED PAYROLL SUBMITTAL REQUIREMENTS FOR CONTRACTS \$25,000 OR GREATER: Certified weekly payroll reports are required to be submitted by all Contractors working on the project including the General Contractor and *all* Subcontractors or Sub-subcontractors beginning the first week that each contractor performs work on the project and for every week thereafter until each company has completed all project work. This includes all weeks that no work is performed. No work payroll reports are required to be submitted whenever there is a temporary break in any Contractor’s work on the project.

- 27.1 **Reporting Form** - All reports are required to be submitted upon United States Department of Labor Form WH-347 - Payroll Certification and Form WH-348 - Statement of Compliance. One copy of all payroll reports will be submitted with a copy of each monthly application and certification for payment directly to the Owner’s Project Manager. The formal application for payment will go directly to the Architect.
- 27.2 **Numbering** - Certified Payroll Reports must be numbered consecutively, including all no work periods.
- 27.3 **Payroll retention** - Every contractor and subcontractor will keep a complete set of their own Certified Payroll Reports and other basic records such as timecards for the project for at least 3 years after the project is completed.
- 27.4 **Required information** - The following information is required to be entered on each report:
 - a. Contractor or Subcontractor's full name and address.
 - b. The project name and number.
 - c. The payroll week ending date.
 - d. Name of each Contractor’s employee working on the site.
 - e. Each employee must be classified in accordance with the prevailing wage code based on the type of work they perform. The prevailing wage rate for the employee’s classification will be shown immediately above the actual rate paid to each employee.

- f. The first payroll on which any apprentice or trainee appears must be accompanied by a copy of his/her registration in an approved program. Apprentices and trainees are the only workers who can be paid less than the wage rate on the wage decision for their work classification. They must be registered in an approved apprenticeship or training program. An approved program is one that is registered with the US Department of Labor (USDOL), Bureau of Apprenticeship and Training or with a State Apprenticeship Agency that is recognized by the USDOL.
- g. If an employee works split classification, they must be listed once for each classification, distributing the hours of work accordingly and showing the rate of pay and gross wage for each classification.
- h. The certified payroll report will state the regular and overtime hours worked on only this project showing both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the certified payroll report is prepared, those "other job" hours will not be reported.
- i. Show the basic hourly rate of pay for each employee for this project including fringe benefits.
- j. Include and list the overtime rate for all overtime hours are worked.
- k. Show the gross amount of wages earned for work performed on this project including any payments to retirement.
- l. Show the amounts of any deductions from gross earnings, "Other" deductions must be completely identified.
- m. Net amount of wages.
- n. Name, telephone number, fax and email address (if available) for person certifying the payroll report.

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

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

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

G-28 Architect (Engineer) of Record for this project is SRF Consulting Group, 3701 Wayzata Blvd, Suit 100, Minneapolis, MN 55416. The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until final payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified in writing by the Owner.

G-29 SPECIAL ALLOWANCES: There are no special allowance amounts on this project including allowances for custom lighting or other equipment. Refer to section G-13 Ordination of Documents.

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

G-31 INDEPENDENT CONSTRUCTION TESTING: The Owner will provide and pay for all independent construction inspection and material testing required by local code and the Owner. Contractor will pay for all re-inspection or retesting required due to substandard materials or installation.

G-32 SPECIAL CONDITIONS:

- 32.1 Actual Damages for Delayed Completion – The Owner reserves the right to assess actual damages to the Contractor for a delayed completion to occupancy. Actual damages would not be punitive and would only be assessed as necessary to make the Owner whole. Reimbursed costs could include but are not limited to: extended warehousing of FF&E deliveries, additional costs incurred by the Owner from the delayed performance of work by other contractors/suppliers.
- 32.2 Utility use costs – Contractor shall include in the bid all costs for all utility usage charges (water, electricity and natural gas) for temporary conditions to support construction until Substantial Completion is achieved. Utility use charges will become the County's costs only after the Substantial Completion date.
- 32.3 Access to Updated Drawings – Contractor will always maintain an up-to-date set of drawings at the site for Owner and Code Official review. Contractor may keep these drawings electronically provided they can still be easily accessed by the Owner or Code Official.
- 32.4 Contractor's on-site supervision – Unless otherwise approved by the Owner in writing, the Contractor shall always retain a qualified representative of their company on site while work (either of their own forces or their subcontractors) is underway. A qualified representative can direct work and provide any emergency response needed. This person must have a cell phone and e-mail address and will have authority to act, in all respects, on behalf of the Contractor. The Contractor will provide this person's contact information to the project team and not replace this person during the project's delivery without written approval of the Owner.

G-33 DETERMINATION OF ELIGIBILITY TO PERFORM CONTRACT SERVICES OR WORK

Use of the site will require Owner provided background checks on all Contractor and Subcontractor employees to be on site for this project. Contractor will provide all necessary information to perform these checks. Any employee not passing the background checks will not be allowed on the site. Personnel will be provided contractor identification badge. Identification badge will be required to access the site. The background check process takes approximately 3-5 weeks from the day fingerprinting and forms are submitted by the Owner to the Bureau of Criminal Apprehension. All card access cards must be returned to the Owner at the end of the project. Any cards not returned will result in a fee of \$200 per card.

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

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

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

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

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

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

COUNTY SECURITY REQUIREMENTS

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

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

Obligations of the Contractor

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

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

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

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

For contractors unable to provide pictures, photos can be taken by County staff at the Facilities Management Office located in the County Administration Center, 1590 Hwy. 55 Hastings MN 55033.

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

Security Requirements R05-01-2024

G-34 TERMINATION

- 34.1 **Notice of Default.** Unless otherwise stated in a specific section of the 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. 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
- 34.2 **Withholding Payment.** Notwithstanding any other provision of this Contract, the Owner 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.
- 34.3 **Termination without Cause.** Either party may terminate the Contract without cause upon 35 calendar days' Notice of Termination to the other party.
- 34.4 **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 the Contract under which the Default occurs. In addition to other specifically stated provisions of the 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 and documents or in any other material provision or condition relied upon in the making of the Contract;
 - b. Failure to perform work or services or payment within the time specified in the Contract;
 - c. Failure to perform any other material provision of the Contract;
 - d. Failure to diligently perform work or services so as to endanger performance of the provisions of the Contract;

- e. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 34.5 **Termination by County – Lack of Funding.** The Owner may immediately terminate the Contract for lack of funding. A lack of funding occurs when funds appropriated for the Contract as of the Effective Date from a non-county source are unavailable or are not appropriated by the Owner's Board. The Owner has sole discretion to determine if there is a lack of funding. The Owner is not obligated to pay for any work or services that are performed after providing Notice of Termination for lack of funding. The Owner 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.
- 34.6 **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.
- 34.7 **Duties of Contractor upon Termination.** Upon the Owner providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- a. Discontinue performance under the 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 work or services.
 - d. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - e. Return all Owner 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 work or 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 Owner in the Notice of Termination or required by law or this Contract.
- 34.8 **Duties of Owner upon Termination of the Contract for Cause or without Cause.** Upon delivery of the Notice of Termination, and except as otherwise provided, the Owner shall make final payment to Contractor in accordance paragraph G-11 for work and services satisfactorily performed.
- 34.9 **Effect of Termination for Cause or without Cause.**
- a. Termination of the 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 the 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 the Standard Assurances.
 - b. The Owner shall not be liable for any work or services performed after Notice of Termination, except as stated above or as authorized by the Owner in writing.

G-35 NOTICES

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

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

- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 35.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

A sample contract is provided as part of this Request for Bid. This sample contract is for illustrative purposes only. The final version of the contract may vary from the sample contract provided.

END OF GENERAL CONDITIONS



BID FORM

PROJECT: Lebanon Hills Regional Park Trail Sustainability Improvements.

BID OF: _____
(full corporate name)

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ EMAIL: _____

Name of Project Manager Contact: _____

This is a bid for the complete construction of Lebanon Hills Regional Park Trail Sustainability Improvements including trail decommissioning, trail construction, erosion control, site restoration, tree removal, and to furnish all labor and materials in accordance with the attached contract documents, drawings and specifications that were submitted with this bid and upon which this bid is made. An amount is required for each item.

1. Bidders will complete the base bid Work for the prices noted on the Electronic Bid Form on Quest CDN.
2. Bidders will complete the alternative bid Work for the prices noted on the Electronic Bid Form on Quest CDN.

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

By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in Contract Documents. The undersigned agrees if awarded the contract to complete the contract within **569** calendar days from the date of written Notice to Proceed by the Owner.

Indicate Addenda received: **See Quest CDN For Addenda**

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

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.

Please print:

 Legal Name of Company

 Address

 Name and Title of Authorized Agent

 Signature

 Date

 Name, Title and Email of person authorized to execute a contract if different than above.

Incorporated in the State of: _____

Federal Tax ID #: _____

Indicate type of company: _____
 Corporation/partnership/sole proprietorship

This bid document contains a total of ___ pages, attached specifications, drawings and all addenda issued.

Bid Submittal: The Bid Form shall be submitted electronically via QuestCDN online bidding. The following items are required for a bid to be considered complete:

- a) Contractor's Qualification Submission
- b) Bid Form
- c) Non-Collusion and Conflict of Interest Statement
- d) Required Bid Bond of 5% in the form of (Bidder's Bond) (Certified Check)
- e) Verification of Compliance with MN Statues 16C.285 (Attachment A)
- f) First Tier Subcontractor Form (Attachment A-1)
- g) Trade Secret Information Form (Attachment D)
- h) Receipt of Addenda (if applicable – QuestCDN check box)

The Bid shall be submitted no later than the date and time prescribed as indicated in the Advertisement for Bids, unless altered in an issued addendum.

County Bonding Requirements:

- Bid Bonds are required for all bids \$100,000 or larger.
- Performance Bonds are required for all project awards \$100,000 or larger.
- Labor and Material Payment Bonds are required for all project awards \$100,000 or larger.

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

Page 3 of 3 of Bid Form

00 01 05 - CERTIFICATIONS

PROJECT: Lebanon Hills Regional Park Trail Sustainability Improvements

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Landscape Architect under the Laws of the State of Minnesota.

Print Name: Jonathan W. Fillmore

Signature: Jonathan Fillmore

Date: April 1, 2026

License # 58679

END OF SECTION

SECTION 00 01 10 - TABLE OF CONTENTS

**CERTIFICATIONS
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DIVISION 01 - GENERAL REQUIREMENTS

01 1000	Summary
01 2300	Alternates
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01 3100	Project Management and Coordination
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01 7823	Operation and Maintenance Data

DIVISION 31 – EARTHWORK

31 1201	Trail Decommissioning
31 1202	Trail Construction

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 9200	Native Seeding and Erosion Control
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END OF SECTION

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Work by Owner.
 - 4. Work under separate contracts.
 - 5. Owner-furnished products.
 - 6. Access to site.
 - 7. Coordination with occupants.
 - 8. Work restrictions.
 - 9. Specification and drawing conventions.
 - 10. Project Phasing
- B. Related Section:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Lebanon Hills Regional Park Trail Sustainability Improvements.
 - 1. Project Location: Lebanon Hills Regional Park, 860 Cliff Rd, Eagan, MN 55123
- B. Owner: Dakota County Parks, 14955 Galaxie Ave, Apple Valley, MN 55124.
 - 1. Owner's Representative: Mike Adams, Greenways Senior Project Manager, 651-554-6538, 14955 Galaxie Ave, Apple Valley, MN 55124.
- C. Landscape Architect & Civil Engineer: SRF Consulting Group, 3701 Wayzata Boulevard, Suite 100, Minneapolis, MN 55416-3791 Contact: Jonathan Fillmore 763.249.6704.
- D. Trail Consultant: Applied Trail and Boardwalk Design, LLC, Contact: Tim Wegner, 612.845.1345.
- E. General Contractor/Construction Manager: Construction Manager for this Project is Project's constructor. In Divisions 01 through 49 Sections, the terms "Construction Manager" and "Contractor" are synonymous.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
1. The Project scope focuses on enhancing the sustainability of natural surface trails for hiking, skiing, mountain biking, and equestrian use in the west and middle segments of Lebanon Hills Regional Park. The scope of work includes decommissioning approximately 8.5 miles of existing natural surface trails that are unsustainable and prone to erosion, constructing about 7.25 miles of new natural-surface trails to replace these corridors, and addressing deferred maintenance on existing trails to remain.
 - a. **This project requires prevailing wages. See bidding requirements and forms.**
- B. Type of Contract
1. Project will be constructed under a single Prime Contract.

1.5 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Work by owner shall occur in concurrence with overall park construction. Contractor shall coordinate with Owner on timing and construction sequencing of all work. Work conducted by Owner includes:
1. Ongoing maintenance of park facilities.
 2. Park wayfinding.

1.6 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Work under separate contracts include:
1. **Coordination with ecological restoration work:** Trail construction efforts shall be coordinated with on-going ecological restoration work being conducted in the west segment of the park. The initial phase 1 of Buckthorn cutting and removals will occur between Fall 2026 to March 2027. Subsequent phases of ecological restoration in the west segment will continue into 2029 with on-going periodic herbaceous and woody vegetation removals.
 2. **Coordination with hazard tree removal:** Trail construction efforts shall be coordinated with on-going hazard tree removal in both the west and middle segments of the park. The hazard tree removal Contractor will complete work between November 1, 2026 to March 31, 2027 in the west segment and between November 1, 2027 to March 31, 2028 in the middle segment.
 3. Trail building and decommissioning in west segment shall start spring 2027 after initial buckthorn is removal and hazard tree removal is completed. Middle segment trail construction and decommissioning may occur in 2026. However, log materials required to decommission trails per project specifications will not be available until hazard trees are removed in winter of 2027-2028. It is anticipated trail Contractor will construct log barriers in middle segment concurrently with hazard tree removal Contractor in winter of 2027-2028.

4. The trail building Contractor and natural resource/hazard tree removal Contractor shall coordinate stockpiling of brush material to optimize trail and restoration work.

1.7 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Limits: Limit site disturbance, including earthwork and clearing of vegetation.
 2. Driveways, Trails and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 3. Contractor shall coordinate with Dakota County on trail closures required to construct new trail segments and decommission existing trails. Trail closures shall be sequenced to minimize trail closures. Refer to Section 01 50 00 Temporary Facilities and Control for additional trail closure signage requirements.

1.8 COORDINATION WITH OCCUPANTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to open completed trail segments prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such trail opening shall not constitute acceptance of the total Work.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
 2. Limit removal of trees measuring 3 inches or greater in diameter at 4.5 feet above grade (DBH) to the seasonal window of November 1 through March 31 in accordance with Northern Long-Eared Bat regulatory requirements.
- B. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, except as otherwise indicated.
 1. Weekend Hours: Upon approval of Owner or Construction Manager.
 2. Early Morning Hours: Upon approval of Owner or Construction Manager.
 3. Hours for Utility Shutdowns: Upon approval of Owner or Construction Manager.
 4. Deer Hunt Dates: No work allowed during the deer hunt days as follows: 11/16/26 to 11/18/26, 11/23/26 to 11/25/2026, 11/15/27 to 11/17/27 & 11/22/27 to 11/24/27

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
- D. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- E. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PROJECT SCHEDULE

- A. The Lebanon Hills Regional Park trail improvements will be implemented with a phased approach to sequence trail work across the west and middle segments of the park with planned west segment restoration and hazard tree removal efforts under separate contract. The following schedule provides a framework for completion of work. Upon selection, the Contractor shall provide a written schedule to Owner.
- B. Project Schedule:
 - 1. **Middle Segment:** Work in the middle segment may begin in 2026 after contract is executed and necessary bonds are approved. Contractor shall utilize hazard-tree-removal materials for constructing log barriers. Log materials will not be available until winter of 2027-2028. It is anticipated that buckthorn brush removed to construct new trails in middle segment will be utilized on decommissioned middle segment trails. The Contractor is permitted to begin middle-segment trail construction in 2026 at its discretion, based on workload and sequencing considerations.
 - 2. **West Segment:** Trail construction shall commence only after completion of buckthorn and hazard trees are removed by ecological restoration Contractor. It is anticipated that all buckthorn and hazard tree removal activities will be completed by May 1, 2027. The hazard tree and buckthorn materials will be utilized for trail decommissioning activities performed by trail Contractor.
 - 3. **Completion:** Substantial completion for both the west and middle segments shall be achieved by October 31, 2027, with final completion for west segment November 21, 2027, and final completion in middle segment by March 31, 2028. It is anticipated trail Contractor will place log barriers concurrently with hazard tree removal contractor in winter of 2027-2028.

END OF SECTION

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. **Alternate Bid Item 1 - West Segment Existing Trail Maintenance shall include:**
1. Maintain existing 6'-0" wide tread 8'-0" clear natural surface hiking trail hiking trail to remain - Grade out berms on trail edges to provide positive drainage across the trail tread. Construct earthen rollers to direct water off trail tread as needed.
 2. Temporary seed mix to restore all disturbed ground beyond trail tread.
- B. **Alternate Bid Item 2 - Middle Segment Existing Trail Maintenance shall include:**
1. Maintain existing 6'-0" wide tread 8'-0" clear natural surface hiking trail hiking trail to remain - Grade out berms on trail edges to provide positive drainage across the trail tread. Construct earthen rollers to direct water off trail tread as needed.
 2. Maintain existing 8'-0" wide tread 12'-0" clear natural surface equestrian/ski trail to remain - Grade out berms on trail edges to provide positive drainage across the trail tread. Construct earthen rollers to direct water off trail tread as needed.
 3. Temporary seed mix to restore all disturbed ground beyond trail tread.
- C. **Alternate Bid Item 3 - Wheaton Pond Accessible Trail shall include:**
1. Prepare trail subgrade by deberming trail edges, removing existing herbaceous vegetation on trail tread, and providing a consistent cross slope not exceeding 2%. This work is incidental to the class 2 aggregate pay item.
 2. Furnish and install 4" depth class 2 aggregate on existing 8' wide trail around Wheaton Pond.
 3. Sediment control log
 4. Temporary seed mix to restore all disturbed ground beyond trail tread.
- D. **Alternate Bid Item 4 – Category 35 Erosion Control Blanket shall include:**
1. Furnish and install category 35 erosion control blanket Location of category 35 erosion control blanket is TBD and will be installed as directed by Owner.

END OF SECTION 01 23 00

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architects Supplemental Instructions form developed by Architect.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Proposal Request Form: Use form acceptable to Architect.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Architect, Owner, and Contractor on form prepared by Architect. All parties must sign change order before work starts.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Change Directive: Architect or Owner may issue a Change Directive on form prepared by Architect. Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than **seven** days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use project bid form to establish line items for the schedule of values.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

2. Arrange schedule of values consistent with format of **AIA Document G703**
3. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the tenth day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. The Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 1. The Project Manager shall have sole discretion whether or not to pay for Materials Stored Onsite. If the Project Manger approves payment for Materials Stored Onsite, the materials must be properly stored and protected in a secure area.
 2. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 3. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 4. Provide summary documentation for stored materials indicating the following:

Lebanon Hills Regional Park
Trail Sustainability Improvements

- a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit signed and notarized copies of each Application for Payment to the Architect by email. Copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittal schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
 13. Performance and payment bonds.
 14. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."

7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

- C. RFI Forms: AIA Document G716 or software-generated form with substantially the same content as indicated above, acceptable to Architect.
 - 1. Attachments shall be electronic files in PDF format.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.

 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: The Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.

- c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures to mitigate impact to natural area outside of trail footprint
 - h. Procedures for RFIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.
 - l. Submittal procedures.

 - m. Preparation of record documents.
 - n. Use of the premises.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owner and Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.

 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.

- p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.

 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.

 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.

2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of proposal requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 -

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for traffic control, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be incidental to the Contract unless otherwise indicated.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Storage Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations as needed.
 - 1. Store combustible materials apart from building.
 - 2. Location of storage shed (if needed) must be approved by Owner.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of complete permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Contractor shall utilize existing trails and proposed trail corridors to access all construction sites. Construction of temporary access roads through the park are not allowed.
- C. Parking: Contractor's construction personnel may park in existing parking lots located on Dakota County's property. Parking in lawn or natural areas is prohibited unless approved by Owner.
- D. Storage and stockpile locations shall be located to minimize impacts to natural resources. No parking or storing equipment or vehicles under trees drip lines or natural areas is permitted. Stockpile and temporary storage locations shall be approved by Owner.
- E. Waste Disposal Facilities: Contractor is responsible for waste disposal. Usage of County dumpsters for construction waste is not allowed.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. The Contractor shall erect and maintain secure fences, barricades, and other devices required to protect all persons from undue noise, dust, odors or physical hazards. Lock and secure all tools, equipment, and apparatus against unauthorized operation. Maintain legally required exits, fire lanes, and emergency equipment access.
- C. The Contractor shall erect and maintain fences and barricades whenever necessary to provide adequate protection for and from the public. Proper signs shall be operated and maintained to protect the public from hazards resulting from the Contractor's operations.
- D. The Contractor shall protect the site against damage resulting from his operations. The Contractor shall repair or replace without cost to the Owner all paving, buildings, fences, trees, shrubs, lawns, natural areas (see Section 3.4), or amenities in or on the site damaged as a result of his operations.
- E. The Contractor shall maintain a neat and orderly job site and shall promptly remove all debris and dispose of debris legally off site. The Contractor shall remove all temporary enclosures, fences, barricades, signs, etc. upon completion of the work.
- F. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."

- G. Temporary Erosion and Sedimentation Control: Comply with requirements in the Storm Water Pollution Prevention Plan, the NPDES permit.

3.4 EXISTING VEGETATION PROTECTION

- A. Protect existing native vegetation outside the limits of construction. Repair any damage to native vegetation by restoring disturbed areas with a Dakota County–approved native seed mix, at no additional cost to the Owner. Prior to seeding, smooth and regrade soils to eliminate ruts, depressions, or ridges resulting from construction activities.
 - 1. At no time will Contractor use heavy equipment outside construction limits in native areas without prior authorization by the County Representative, or use equipment that causes rutting, compaction or other damage to the soil, trails, or desirable vegetation. If ruts are formed, Contractor will cease activity until conditions improve. If detriment has already occurred, Contractor will take measures to mitigate, including re-doing site preparation and seeding if necessary at soonest appropriate time, and mitigating rutting damage.
- B. The Contractor shall protect all existing trees to remain. Contractor will be fined \$25 per inch of diameter at breast height for damages to Oaks or other desirable trees.
- C. Do not park vehicles or construction equipment beneath tree canopy drip line outside existing or proposed trail treads. Storage of materials under tree canopy outside of trail tread is prohibited.

3.5 HAUL AND ACCESS ROADS

- A. Haul routes must utilize existing/proposed trail corridors and may be on park trails that are shared with park visitors. In order to minimize disruption, the Contractor shall exercise consideration and cooperation throughout the construction period.
- B. Notify the Architect of proposed haul and access routes to the Project site prior to the commencement of Work. Obtain approval of the proposed routes from the Owner before use. Utilize only existing or proposed trail corridors for all haul and access routes (no driving through native areas). Protect native vegetation adjacent to and along haul and access routes throughout construction operations. Comply with vegetation protection requirements and associated fees specified in Section 3.4 of this Specification.
- C. The Contractor shall maintain the haul and access routes to the site during construction of the project. The Contractor shall maintain full access to all the buildings and other facilities on site at all times unless otherwise approved by the Architect.
- D. Prior to commencement of work, the Contractor and the Architect shall inspect the condition of the haul and access roads and note any deficient areas.
- E. After construction is completed, the Contractor and the Architect shall again inspect the condition of the haul and access trails and note any damage caused by the Contractor during construction. The Contractor shall promptly repair any damage to the access road to a condition as good as or better than existed prior to construction.
- F. The Contractor shall be responsible for all costs to maintain and repair any damage to the haul and access trails and no compensation will be made for this work.

3.6 TRAFFIC CONTROL

- A. This Work includes furnishing, installing, maintaining, and removing all temporary traffic control devices necessary to provide safe and continuous movement of trail users throughout the Project limits from commencement of the Work until Project Acceptance. Maintain roads, parking areas, and trail facilities outside construction limits in a condition suitable for public use.
- B. Prepare and submit a trail closure traffic control plan to Dakota County for approval prior to the start of Work. Close trails when construction activities create conditions that could endanger trail users. Maintain trail access and continuity to the greatest extent practicable to preserve trail loops and public use. Requirements for traffic control may be modified at the direction of the Architect.
- C. All temporary traffic management must conform to and be installed in accordance with:
 - 1. the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
 - 2. the "Minnesota Temporary Traffic Control Field Manual" (Field Manual);
 - 3. the "MnDOT Standard Signs and Markings Manual";
 - 4. all applicable standard Specifications and Special Provisions.
 - 5. Manuals listed above may be found at:
<http://www.dot.state.mn.us/trafficeng/publ/index.html>
- D. CONSTRUCTION REQUIREMENTS
 - 1. Traffic Control Plan, Maintenance, and Inspection
 - a. Submit a proposed traffic control Plan to the Architect and Dakota County for acceptance. Submit the proposed traffic control Plan at least seven days before implementation. Do not implement the proposed traffic control modification until accepted by the Dakota County and Architect.
 - b. Immediately repair or replace all traffic control devices that become damaged, moved or destroyed, and all ballasts that are damaged, destroyed, or otherwise fail to stabilize the device.
 - c. Meet the traffic control device quality standards as required in the Field Manual. Immediately replace unacceptable traffic control devices. Signs that are dirty and result in a noticeable loss of reflectivity at night are considered unacceptable and must be cleaned or replaced. Respond promptly to any call from the Architect concerning the notification of unacceptable traffic control devices.
 - d. Provide the names, addresses, and phone numbers of at least three individuals responsible for placing and maintaining traffic control devices to the Architect at the Pre-construction meeting. These individuals will be "on call" 24 hours per day, seven days per week during the times any temporary traffic control devices are in place.
 - e. Inspect all traffic control devices on a daily basis, including one nighttime inspection per week. Verify that the devices are placed in accordance with the Traffic Control Plan and the MN MUTCD. Immediately correct discrepancies between the actual placement and the required placement. Respond immediately to any call from the Architect concerning any request for improving or correcting traffic control devices.
 - 2. Traffic Control Signs and Devices
 - a. Roll-up signs are not allowed unless authorized by the Architect and Dakota County.
 - b. Cover, modify, or remove all trail wayfinding signs that are not consistent with traffic operations. Cover the entire sign or that part of the legend that is inappropriate.
 - c. Post mount all signs that will remain in the same location for more than 30 consecutive days. This does not include portable signs which are set up and taken down at the beginning and end of each Work shift. If there is a conflict with underground utilities, attempt to move the sign while maintaining its visibility to

- traffic. If it is not possible to drive posts into the ground, mount signs on portable supports as approved by the Architect. When signs are removed, the sign posts and stub posts must also be removed.
- d. Signs and Structures damaged by the Contractor shall be replaced at the Contractor's expense.
3. Traffic Safety
- a. Do not suspend material, Equipment, tools or personnel over pedestrian facilities open to traffic.
 - b. Protect traffic and pedestrians from excavations, drop-offs, falling objects, splatter or other potential construction hazards.
 - c. Do not store Materials or Equipment in the Work zone clear zone unless approved by the Architect. If Materials or Equipment must be stored within the Work zone clear zone, protect with temporary barrier.
 - d. Do not park vehicles or construction Equipment in the clear zone or any location that obstructs traffic control devices. Workers are not allowed to park their private vehicles within the Project limits unless approved by the Engineer.
4. METHOD OF MEASUREMENT
- a. All traffic control required to complete the Project will be made as a lump sum payment under Item Traffic Control. Payment includes all costs associated with furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flaggers) as required. No additional measurement for payment will be made for individual activities and devices that constitute Traffic Control.

3.7 REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

END OF SECTION 01 50 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition waste.
 - 2. Disposing of nonhazardous demolition and construction waste.
 - 3. Management of weed seed on construction equipment/personal

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

3.3 MANAGEMENT OF WEED SEEDS ON CONSTRUCTION EQUIPMENT/PERSONAL

- A. 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.
- B. The Contractor shall dispose of material cleaned from equipment and clothing at a location determined by Dakota County. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally disposed of offsite.
- C. 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.
- D. 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.

END OF SECTION 01 74 19

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Final cleaning.
 - 2. As-Built Drawings
 - 3. Closeout Submittals
 - 4. Closeout Procedures

PART 2 - PRODUCTS

2.1 Not used

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

3.2 AS-BUILT DRAWINGS

- A. The Contractor shall provide trail as-built survey drawings to Owner. Survey must be conducted with survey equipment capable of producing sub meter accuracy. Surveying can be conducted with handheld GPS device. As built drawings shall be provided in pdf format and shapefile file format. As-built should differentiate between trail types as indicated on the plans. Trail survey shall also include decommissioned trails.
- B. The Contractor shall submit all as-built drawings to Owner and Architect upon project completion.

3.3 CLOSEOUT PROCEDURES

- A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, maintenance service agreements, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Submit as-built drawings, operation and maintenance manuals, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items.
 - 7. Remove temporary facilities and controls.
 - 8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 9. Complete final cleaning requirements, including touchup painting.
 - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Submit a written request for inspection for Substantial Completion. On receipt of request, Landscape Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Landscape Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.
- C. Request inspection for Final Completion, once the following are complete:
 - 1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - 2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- D. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

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- E. Submit a written request for final inspection for acceptance. On receipt of request, Landscape Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Landscape Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued. All costs for subsequent re-inspections will be borne by the Contractor, with amounts deducted by Change Order from the Contract sum.

END OF SECTION 01 77 00

SECTION 31 12 01 – TRAIL DECOMMISSIONING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Trail decommissioning

1.3 DEFINITIONS

- A. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before onsite topsoil is placed.
- B. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- C. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified trail builder whose work has resulted in successful decommissioning of trails.
 - 1. Experience: Five years' experience in trail construction and trail decommissioning.
 - 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
- B. ISA Certified Arborist with experience applying a soil drench of tree growth regulator to prevent Oak Wilt spread.

1.5 PROJECT CONDITIONS

- A. Verify in the field all trail segments designated for decommissioning and obtain Owner approval prior to commencement of decommissioning operations. Construct all new trail segments and reroutes prior to decommissioning existing trails to ensure proper alignment with proposed trail reroutes. Field-verify and confirm with the Owner the assigned decommissioning classification (minor, moderate, or severe) for each trail segment before proceeding with decommissioning work.

- B. Weather Limitations: Proceed with trail decommissioning only when existing and forecasted weather conditions permit decommissioning to be performed when beneficial and optimum results may be obtained.

PART 2 - PRODUCTS

2.1 BRUSH MATERIAL

A. General Requirements

1. Brush material for trail decommissioning shall consist of on-site materials comprised primarily of buckthorn removed from west segment restoration work, buckthorn removed from middle segment trail construction activities, and branches generated from hazard tree removal, with a maximum branch diameter of 3 inches.
2. Brush material shall be obtained from the following on-site sources, as applicable: hazard tree removal operations removed by others (west and middle segments); ecological restoration buckthorn removal activities removed by others (west segment only); and buckthorn and brush removal generated during trail construction operations removed by trail Contractor (middle segment).

B. Restrictions

1. The Contractor shall not generate brush material by cutting native shrubs or trees.

C. Material Sources and Coordination

1. In the **west segment**, the Restoration Contractor (under separate contract) shall provide neatly stacked stockpiles of hazard tree and buckthorn brush material adjacent to decommissioned trail segments for use by the Trail Contractor's use on decommissioned trails.
2. In the **middle segment**, if buckthorn material removed by the Trail Contractor is insufficient to complete trail decommissioning, the Restoration Contractor (under a separate contract) shall provide neatly stacked stockpiles of hazard tree material for use by the Trail Contractor. The Trail Contractor shall use buckthorn and brush material they remove for middle segment trail construction activities for trail decommissioning per plans and specifications. Excess brush material generated from middle segment trail construction that is not used for trail decommissioning shall be staged in brush burn piles in accordance with Section 3.11 of this Specification.
3. The Trail Contractor and Restoration Contractor shall coordinate quantities and availability of brush material required for trail decommissioning operations.

D. Work Sequence

1. Restoration Contractor will remove buckthorn and hazard trees in west segment winter 2026-2027. The Restoration Contractor will remove hazard trees in middle segment in winter 2027-2028.

2.2 LOG MATERIAL

- A. Tree logs generated from hazard tree removal by Restoration Contractor (under separate contract) sized greater than 8" inches in diameter for minimum of 8 feet long.
- B. **Work Sequence**
 1. Restoration Contractor will hazard trees in west segment winter 2026-2027. The Restoration Contractor will remove hazard trees in middle segment in winter 2027-2028.

PART 3 - EXECUTION

3.1 NOTIFICATION

- A. Notification. Contractor shall notify the Owner at least 5 day before planned trail decommissioning. Owner shall approve trail decommission methods and extents prior to start of work.

3.2 EXAMINATION

- A. Examine trails and maintenance roads to be decommissioned prior to start of work. Field verify appropriate measures to properly decommission trail and maintenance road. Confirm decommissioning measures with Owner prior to start of work.

3.3 PREPARATION

- A. Protect structures, utilities, existing trails, pavements, turf areas, existing plants and trees, and other facilities from damage caused by trail decommissioning operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils per SWPPP and erosion control plan.
- C. Stake start and end of trail decommissioning. Ensure trail decommissioning aligns with proposed trail reroutes.
- D. Install trail closure signage and barricades in accordance with specification 01 50 00 Temporary Facilities and Controls.

3.4 TRAIL DECOMMISSIONING AT TRAIL INTERSECTIONS

- A. The following work shall be completed where decommissioned trail segments intersect existing or proposed trails to remain. The intent of this work is to deter trail users from entering the decommissioned trail segment. All items listed below will be paid for under pay item "Place brush and log pile(s) barrier at decommissioned and proposed/existing trail to remain intersections." Unless otherwise noted.
 1. Directly at the trail intersection of decommissioned trail and proposed/existing trail to remain, construct log barrier utilizing logs +/- 8 inches in diameter. Log pile to be +/- 4 feet tall and extend +/- 6 feet beyond decommissioned trail tread.
 2. Contractor shall remove wayfinding marker signage that directs users down decommissioned trail segments.
 3. Owner shall furnish and install "Restoration in Progress" sign located in middle of decommissioned trail segment after trail Contractor completes their work.
 4. Beyond log barrier, place brush material in random pattern on the decommissioned trail for minimum 100' beyond trail intersection or until decommissioned trail is not visible from existing/proposed trail to remain. For example, a decommissioned trail that is straight will require more deterrent brush whereas a decommissioned trail that curves immediately may require less. Contractor shall verify extents of deterrent brush with Owner. Brush should cover minimum 40% of trail surface.
 5. Trail Contractor shall move brush with machinery only on established trail corridors unless prior written approval from Owner is given.

6. Moving of log material shall occur on established trail corridors. Moving log materials through natural areas is prohibited without prior written approval from Owner.
7. Prior to placing brush materials, Contractor shall seed all disturbed ground in accordance with specification 32 92 00 Native Seeding and Erosion Control. Seeding paid for under separate pay item.

3.5 CATEGORY 1 - TRAIL DECOMMISSION (MINOR TRAIL EROSION)

- A. The following work applies to decommissioned trails with 6 inches or less of trail erosion and gentle slopes. The following work shall be completed to decommission category 1 trails with minor trail erosion. All items listed below will be paid for by the linear foot of trail decommissioned under the pay item "Decommission trail (minor erosion)" unless otherwise noted.
1. De-compact trail tread to a depth of 6 inches. Utilizing disking, plowing, tilling, or other pre-approved method.
 - a. Protect tree roots during de-compacting process. Do not till over exposed roots.
 - b. The Contractor shall minimize tilling in the drip line of White and Bur Oak. Root damages shall be treated in accordance with Section 3.8 of this specification.
 2. Grade out berms on trail edges to provide positive drainage across the trail tread. Where appropriate, construct water diverting berms to direct water off trail tread. Minimize disturbance outside of trail tread to 2 feet max.
 3. Seed all disturbed ground in accordance with specification 32 92 00 Native Seeding and Erosion Control. Seeding paid for under separate pay item.

3.6 CATEGORY 2 - TRAIL DECOMMISSION (MODERATE TRAIL EROSION)

- A. The following work applies to decommissioned trails with 6" to 10" of trail erosion and moderate slopes. The following work shall be completed to decommission category 2 trails with moderate trail erosion where it is anticipated earthen rollers/berms can be constructed to divert water off trail tread. All items listed below will be paid for by the linear foot of trail decommissioned under the pay item "Decommission trail (moderate erosion)" unless otherwise noted.
1. Space and size earthen water diverting berms/rollers per slope formula noted on details to divert water off trail tread. Earthen water diverting berms/rollers to be approximately 2-3 feet tall and angled to divert water off trail tread. Construct earthen water diverting/roller berms with on-site soil. Minimize disturbance outside of trail tread to 5 feet max.
 2. Grade out berms on trail edges to provide positive drainage across the trail tread. Grading disturbance shall not exceed a maximum of 5 feet of disturbance beyond trail tread.
 3. Utilize topsoil from trail edges to provide seed bed on trail tread.
 4. Seed all disturbed ground in accordance with specification 32 92 00 Native Seeding and Erosion Control. Seeding paid for under separate pay item.
 5. Install MnDOT Category 25 erosion control blanket on all slopes 3:1 or greater. (paid for under separate pay item)
 6. The Contractor shall protect roots of White and Bur Oaks. Damages to tree roots shall be treated in accordance with Section 3.8 of this specification.

3.7 CATEGORY 3 - TRAIL DECOMMISSION (SEVERE TRAIL EROSION)

- A. The following work applies to decommissioned trails with greater than 10" of trail erosion and steep slopes. The following work shall be completed to decommission category 3 trails with severe trail erosion where it is not feasible to divert water off decommissioned trail with trail grading/berming. All items listed below will be paid for by the linear foot of trail decommissioned under the pay item "Decommission trail (severe erosion)" unless otherwise noted
1. Space and size earthen basin berms per slope formula noted on details. Basin berms to be approximately 4' tall. Basin berms shall extend the width of trail. The uphill side of basin berm should create basin where water can pool to slow velocity of water flowing down trail tread. It is anticipated that severely eroded trails will be too deeply eroded to regrade trail to shed water across trail tread without significant disturbance to surrounding landscape. Therefore, the basin berm shall be constructed to slow velocity of water flowing down trail tread.
 2. Utilize soil between basin berms to construct berms. Pull topsoil located within 5' max of trail edge to provide seeding medium over rocky trail tread.
 3. Seed all disturbed ground in accordance with specification 32 92 00 Native Seeding and Erosion Control. Seeding paid for under separate pay item.
 4. Install MnDOT Category 25 erosion control blanket on all slopes 3:1 or greater. (paid for under separate pay item)
 5. After seeding, distribute brush material to stabilize soil on entire width of trail tread/disturbance. Placement of woody material shall be conducted in manor as to not compact or damage recently seeded ground. Brush material shall be placed at minimum density of 40% coverage.
 6. The Contractor shall protect roots of White and Bur Oaks. Damages to tree roots shall be treated in accordance with Section 3.8 of this specification.

3.8 OAK WILT PROTECTION

- A. The Contractor shall take care to protect all Oak trees during trail construction/decommissioning operations. The Contractor shall coordinate tilling and grading work that may damage tree root and branch cutting in the high-quality oak tree areas within the project area with Max Samuelson at 952.891.7965. Provide 48 hours' advanced notification prior to the commencement of any root cutting.
- B. The Contractor shall treat Wounded roots and branches of oak trees in the following manner:
1. Ragged root cuts 1" in diameter or larger shall be cleanly recut with a hand saw and the cut end shall be painted with tree wound paint. ***This work is incidental to trail decommissioning/construction.***
 2. In addition, for Oak trees where 1/3 or more of the root zone is impacted (either compacted or roots cut) or for high value trees identified by Dakota County, the Contractor shall treat affected oak trees with a soil drench of tree growth regulator such as paclobutrazol to reduce stress on damaged root systems. ***This work shall be performed by a ISA Certified Arborist. This work will be paid for by each application.***
- C. The flagged trail alignment will be adjusted in the field to the extent feasible to avoid Oak root damage.

3.9 CLEANUP AND PROTECTION

- A. During trail decommissioning, keep adjacent paving and construction clean and work area in an orderly condition.

- B. Protect all natural areas and trees from damage due to construction operations.
- C. Contractor will be fined for damages to existing native vegetation and desirable trees in accordance with specification 01 50 00 Temporary Facilities and Controls section 3.4.

3.10 DISPOSAL

- A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

3.11 BRUSH PILE STAGING

- A. It is anticipated that the Trail Contractor will generate brush material in middle segment to construct new trails. The Trail Contractor shall utilize as much brush material needed to decommission trails per plans and specifications. The following specifications shall be followed **IF** more brushes material is generated during middle segment trail construction than can be used on decommissioned trails. The restoration Contractor will provide the required brush material for West segment decommissioning work.
- B. The trail Contractor shall create brush piles for burning in accordance with the following. Burning brush piles will be completed by others. The Trail Contractor is not responsible for burning woody debris in these piles.
- C. Brush piles shall be spaced as necessary to minimize dragging of cut material over long distances. Contractor shall stack cut brush in piles not to exceed eight (8) feet in height by twelve (12) feet in diameter. Brush piles to be burned shall not be located within high quality plant communities or over areas that contain more than 25% ground cover of native plants.
- D. 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.
- E. Pile shall be located near the mow line of an existing trail and accessible for a tracked skid steer to grapple in the summer with minimal disturbance to natural surfaces.
- F. The trail Contractor shall coordinate placement of brush piles with the County.
- G. Chipping of cut woody material is not acceptable unless material is hauled off site. Hauling to burn piles is acceptable. Removal of brush from the Work Area shall be done in a manner that does not cause rutting or other damage to trails or soil. Please note that Dakota County is under quarantine for Emerald Ash Borer, and the movement of ash wood outside the county is regulated.
- H. Woody material outside of these areas is permitted to be added to these piles where doing so does not require dragging material long distances over natural surfaces.
- I. Protection of desirable existing vegetation shall be the responsibility of the Contractor during woody plant removal and any burning of brush piles.

END OF SECTION

SECTION 31 12 02 – TRAIL CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Natural surface trail construction
 - 2. Natural surface trail widening
 - 3. Natural surface trail – existing trial deferred maintenance corrections
 - 4. Class II aggregate trail construction

1.3 DEFINITIONS

- A. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- B. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- C. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified trail builder whose work has resulted in successful construction of sustainable natural surface trails.
 - 1. Experience: on site supervisor with minimum five years' experience in trail construction and trail decommissioning.
 - 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
- B. ISA Certified Arborist with experience applying a soil drench of tree growth regulator to prevent Oak Wilt spread.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Contractor shall work with Owner/Owner representative to flag proposed trail alignments based off provided plans prior to start of construction. Owner representative will flag trail alignments prior to construction. Final route must be approved by Owner prior to start of construction.
- B. Weather Limitations: Proceed with trail construction only when existing and forecasted weather conditions permit decommissioning to be performed when beneficial and optimum results may be obtained.

PART 2 - PRODUCTS

2.1 NATURAL SURFACE TRAIL SURFACING

- A. Natural surface trail shall be surfaced with on-site native soils. Trail tread shall be constructed using on-site soil materials by balancing cut and fills during the trail construction process.

2.2 ACCESSIBLE CLASS 2 AGGREGATE TRAIL SURFACING

- A. Class 2 Aggregates
 - 1. Provide surfacing class 2 aggregate in accordance with gradations specified in table 1 below. Class 2 aggregate must be composed of 100% crushed quarry rock with no recycled aggregate products. Must be 100% virgin aggregate.

Table 1 Base and Surfacing Aggregate Total Percent Passing *							
Sieve Size	Class 1 (Surfacing)	Class 2 (Surfacing)	Class 3 (Subbase)	Class 4 (Subbase)	Class 5 (Base)	Class 5Q (Base)	Class 6 (Base)
2 in	—	—	100	100	—	100	—
1½ in	—	—	—	—	100	—	100
1 in	—	—	—	—	—	65 – 95	—
¾ in	100	100	—	—	70 – 100	45 – 85	70 – 100
⅝ in	65 – 95	65 – 90	—	—	45 – 90	35 – 70	45 – 85
No. 4	40 – 85	35 – 70	35 – 100	35 – 100	35 – 80	15 – 45	35 – 70
No. 10	25 – 70	25 – 45	20 – 100	20 – 100	20 – 65	10 – 30	20 – 55
No. 40	10 – 45	12 – 30	5 – 50	5 – 35	10 – 35	5 – 25	10 – 30
No. 200	8.0–15.0	5.0–13.0	5.0–10.0	4.0–10.0	3.0–10.0	3.0–10.0	3.0–7.0

- B. Virgin Aggregates
 - 1. Provide virgin aggregates meeting the following requirements:
 - a. Comprised of naturally occurring mineral materials, and contains no topsoil, organics, or disintegrating rock as defined in Laboratory Manual section 1209,
 - b. Class 2 must be composed of 100% crushed quarry rock, and
 - c. Conforms to the quality requirements of Table 2

Table 2 Quality Requirements for Virgin Materials				
Requirement	Class			
	1 and 2	3 and 4	5 and 5Q	6
Max Shale, if No. 200 ≤ 7% by mass	NA	10.0%	10.0%	7.0%
Max Shale, if No. 200 > 7% by mass	NA	7.0%	7.0%	7.0%
Minimum Crushing Requirements *	NA	NA	10%	15%

Maximum Los Angeles Rattler (LAR) loss from carbonate quarry rock	40%	40%	40%	35%
Maximum Insoluble residue for the portion of quarried carbonate aggregates passing the No. 200 sieve	10%	10%	10%	10%
* Material crushed from quarries is considered crushed material.				

PART 3 - EXECUTION

3.1 NOTIFICATION

- A. Notification. Contractor shall notify the Owner at least 5 day before planned trail construction. Owner shall approve flagged trail alignments prior to start of work.

3.2 PREPARATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning trail work, **Contractor shall call Gopher State One Call to locate all utilities in project area.**
- B. Protect structures, utilities, existing trails, pavements, turf areas, existing plants and trees, and other facilities from damage caused by trail construction operations.
- C. Install erosion-control measures to prevent erosion per SWPPP.
- D. Coordinate trail construction with trail decommissioning.

3.3 STOCKPILE LOCATIONS

- A. The contractor shall take necessary measures to minimize material, supplies, or debris within natural areas. Contractor shall **not** store materials in areas with native vegetation or other areas restricted by Owner. Stockpile locations shall be near trail corridors to minimize disturbance limits. Locations of stockpiled project materials must be approved by Owner prior to placement. This shall be incidental to the contract.

3.4 COORDINATION WITH INVASIVE SPECIES MANAGEMENT WORK

- A. Trail construction efforts shall be coordinated as necessary with on-going invasive vegetation removal efforts being conducted in the west segment of the park. Initial phase 1 Buckthorn/invasive vegetation mowing and cutting removals will be substantially complete by the end of March 2027. West segment trail construction shall start after initial phase 1 of invasive Buckthorn removal is completed under separate contract. Hazard trees in west segment are scheduled for removal by Restoration Contractor in winter of 2026-2027. Hazard trees in middle segment are scheduled for removal by Restoration Contractor in winter of 2027-2028. Trail Contractor shall coordinate their work with restoration Contractor.

3.5 SOIL COMPACTION AND DISTURBANCE

- A. Any use of vehicles must not compact or disturb soils outside of trail construction corridors. Any soil disturbance or other erosion concerns caused by the Contractor shall be stabilized and corrected promptly at the Contractor's expense. The Contractor shall notify the Owner within 24 hours of any erosion issues that require additional effort to correct and provide written documentation of the issue and the corrective measures taken.

3.6 FAMILIARITY WITH JOB SITE

- A. The Contractor shall become familiar with existing site conditions within the identified trail construction areas prior to the commencement of work. This includes knowing: the locations for staging, material storage, and access; trees and natural vegetation to be preserved; wetlands, cultural resources, and other features to be avoided including avoiding disturbance and maintaining adequate construction buffers with the adjacent park uses. The Contractor shall notify the Owner immediately if site conditions are such that they inhibit progress of the work. Prior to any digging, trenching, or other earth-invasive activity (e.g., grading), the Contractor shall be responsible for having all underground utilities located by servicing agency. The Contractor shall take all necessary precautions for the protection of utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from negligence or misconduct in the Contractor's manner or method of execution of the work or caused by defective work or the use of unsatisfactory materials or inappropriate equipment. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the Utility company and Owner will be immediately notified.

3.7 PERMITTING

- A. The Contractor will be a permittee for the NPDES General Stormwater Permit for Construction Activity.
- B. Contractor shall pay for all permits and fees. Permits and fees are incidental to the project.

3.8 NATURAL SURFACE TRAIL – NEW CONSTRUCTION

- A. This work shall consist of performing the necessary grading for the construction of natural surface mountain bike, hiking, skiing, and equestrian trails.
- B. The Contractor shall use the material available on the project site for grading trail treads.
- C. CONSTRUCTION REQUIREMENTS Excavation and embankment operations shall be performed in accordance with the provisions below:
 - 1. All trail treads, embankments, and side slopes shall be compacted according to the Specified Density Method. Densities shall be a minimum of 95 percent Standard Proctor Density.
 - 2. Finish Grading: Grade trail side slopes to a smooth, uniform surface plane. Remove ridges, and fill depressions to meet existing grades.
 - 3. Side slopes shall not exceed a 3:1 slope. All slopes steeper than 3:1 shall receive wood fiber erosion control blanket with natural biodegradable netting in conformance with MnDOT Category 25 erosion control blanket. Slope may exceed 3:1 in areas with steep existing slopes to limit grading impacts with prior approval.
 - 4. Contractor shall construct mountain bike trails conforming to International Mountain Biking Association (IMBA) design guidelines and standards.

5. Contractor shall construct hiking, skiing, and equestrian trails in accordance to Minnesota Department of Natural Resources (MnDNR) Trail Planning, Design, and Development Guidelines and US Forest Service (USFS) Outdoor Recreation Accessibility Guidelines.
6. The Contractor shall align trails to avoid impacting existing trees equal to or larger than 3" diameter measured 4.5' from ground. Tree removal and brush clearing required to construct trails is incidental to the trail project. Trees equal to or greater than 3" diameter measured 4.5' from the ground is limited for removal between November 1st to March 31st in accordance with Northern Long Eared Bat restrictions. Removing woody brush material with diameter less than 3" measured 4.5' from the ground may occur at any time.
7. For Bur and White Oak trees, maintain a minimum setback of 15 feet from the trunk. For all other tree species, maintain a minimum setback of 10 feet. If trail construction can be completed without excavation (cut), trail construction may occur closer to tree trunks; however, no fill material shall be placed directly around tree trunks. If these setbacks cannot be maintained, the Contractor shall obtain prior approval from the County.
8. Construction of trails includes all incidental work as necessary to complete the work in accordance with the plans and specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the specifications or plans. The Contractor shall have an English-speaking representative on-site at all times during performance of construction activities.

D. MEASUREMENT AND PAYMENT

1. Trail construction will be measured for payment by linear feet of trail tread. Scope of work shall include, clearing of all trees and herbaceous and woody vegetation as needed to construct the trail within trail alignments, all necessary subgrade excavation and trail grading activity including, but not limited to, shaping/berming, compacting, re-spreading of common borrow, and fine grading.
2. Seeding and any erosion control blanket needed on slopes steeper than 3:1 will be paid for by the square yard.

3.9 NATURAL SURFACE TRAIL – EXISTING TRAIL WIDENING

- A. This work shall consist of performing the necessary grading for the widening of natural surface mountain bike, hiking, skiing, and equestrian trails.
- B. The Contractor shall use the material available on the project site for grading/widening trail treads.
- C. **CONSTRUCTION REQUIREMENTS** Excavation and embankment operations shall be performed in accordance with the provisions below:
 1. All trail treads, embankments, and side slopes shall be compacted according to the Specified Density Method. Densities shall be a minimum of 95 percent Standard Proctor Density.
 2. Finish Grading: Grade trail side slopes to a smooth, uniform surface plane. Remove ridges, and fill depressions to meet existing grades.
 3. Side slopes shall not exceed a 3:1 slope. All slopes steeper than 3:1 shall receive wood fiber erosion control blanket with natural biodegradable netting in conformance with MnDOT Category 25 erosion control blanket. Slope may exceed 3:1 in areas with steep existing slopes to limit grading impacts with prior approval.
 4. Contractor shall construct mountain bike trails conforming to International Mountain Biking Association (IMBA) design guidelines and standards.
 5. Contractor shall construct hiking, skiing, and equestrian trails in accordance to Minnesota Department of Natural Resources (MnDNR) Trail Planning, Design, and Development Guidelines and US Forest Service (USFS) Outdoor Recreation Accessibility Guidelines.
 6. Widening of trails includes all incidental work as necessary to complete the work in accordance with the plans and specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the

specifications or plans. The Contractor shall have an English-speaking representative on-site at all times during performance of construction activities.

7. The Contractor shall widen existing trail tread to width specified on plans. Contractor shall notify owner if widening trails will cause impacts to trees.
8. Contractor shall perform corrective maintenance grading to existing trails to be widen including adding earthen rollers/berms, deberming trail edges, and removing cupped trail treads to existing trails to be widened.

D. MEASUREMENT AND PAYMENT

1. Trail widening will be measured for payment by linear feet of trail tread. Scope of work shall include performing corrective maintenance grading to existing trail tread, clearing of all herbaceous and woody brush vegetation as needed to widen trail, all necessary subgrade excavation and trail grading activity including, but not limited to, shaping/berming, compacting, re-spreading of common borrow, and fine grading.
2. Seeding and any erosion control blanket needed on slopes steeper than 3:1 will be paid for by the square yard.

3.10 NATURAL SURFACE TRAIL – MAINTAIN EXISTING TRAIL TO REMAIN

A. This work shall consist of performing the necessary corrective grading to existing natural surface trails with deferred trail maintenance. Corrections shall be made to decrease trail erosion and improve overall sustainability.

B. The Contractor shall use the material available on the project site for performing corrective grading of existing trail treads.

C. **CONSTRUCTION REQUIREMENTS** Contractor conduct trail maintenance activities to hiking, skiing, and equestrian trails identified on the plans in accordance with Minnesota Department of Natural Resources (MnDNR) Trail Planning, Design, and Development Guidelines and US Forest Service (USFS) Outdoor Recreation Accessibility Guidelines. Trail maintenance activities shall include but not limited to the following work tasks:

1. Deberm Trail: Work consists of grading out soil berms on trail edges that prevent water from flowing across trail. Soil harvested from deberming shall be placed on trail tread to eliminate all cupping of trail tread due to wear overtime. Remove all berms, and fill depressions to meet existing grades. Finish grade trail tread with 2% minimum out slope.
2. Add Earthen Rollers/Berms: On moderate and steep slopes, contractor shall construct earthen rollers to divert water off trail tread.
3. Add knicks to trail tread at trail low points to direct water off trail tread.
4. All trail treads, embankments, and side slopes shall be compacted according to the Specified Density Method. Densities shall be a minimum of 95 percent Standard Proctor Density.
5. Finish Grading: Grade trail side slopes to a smooth, uniform surface plane.
6. Side slopes shall not exceed a 3:1 slope. All slopes steeper than 3:1 shall receive wood fiber erosion control blanket with natural biodegradable netting in conformance with MnDOT Category 25 erosion control blanket.
7. Maintenance of trails includes all incidental work as necessary to complete the work in accordance with the plans and specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the specifications or plans. The Contractor shall have an English-speaking representative on-site at all times during performance of construction activities.

D. MEASUREMENT AND PAYMENT

1. Existing trail deferred maintenance corrections will be measured for payment by linear feet of trail tread. Scope of work shall include deberming, adding earth rollers, knicks, all

- necessary subgrade excavation and trail grading activity including, but not limited to, shaping/berming, compacting, re-spreading of common borrow, and fine grading.
2. Seeding and any erosion control blanket needed on slopes steeper than 3:1 will be paid for by the square yard.

3.11 CLASS 2 ACCESSIBLE AGGREGATE TRAIL CONSTRUCTION

- A. This work shall consist of performing the necessary grading and placement of class 2 aggregate around Wheaton Pond as identified on the plans.
- B. **CONSTRUCTION REQUIREMENTS:**
 1. Contractor shall place 4" compacted depth class 2 aggregate on existing trail around Wheaton Pond as shown on the plans. Prior to class 2 placement, Contractor shall prepare subgrade. Subgrade preparation shall include regrading existing trail tread to provide positive drainage across trail. Contractor shall modify trail cross slope to a maximum of 2% and a minimum of 1.5%. Contractor shall utilize on-site soil material to cover any exposed roots on trail tread. Cutting roots that cannot be covered reasonably with soil will be allowed with prior approval from Owner. Subgrade densities shall be a minimum of 95 percent Standard Proctor Density.
 2. After subgrade preparation, Contractor shall install 4" compacted depth class 2 aggregate. Class 2 aggregate shall meet requirements outlined in section 2.2 of this specification.
 3. All trail treads, embankments, and side slopes shall be compacted according to the Specified Density Method. Densities shall be a minimum of 95 percent Standard Proctor Density.
 4. Finish Grading: Grade trail side slopes to a smooth, uniform surface plane. Remove ridges, and fill depressions to meet existing grades.
 5. Side slopes shall not exceed a 3:1 slope. All slopes steeper than 3:1 shall receive wood fiber erosion control blanket with natural biodegradable netting in conformance with MnDOT Category 25 erosion control blanket.
 6. Contractor shall construct hiking trail in accordance to Minnesota Department of Natural Resources (MnDNR) Trail Planning, Design, and Development Guidelines and US Forest Service (USFS) Outdoor Recreation Accessibility Guidelines.
 7. Construction of class 2 accessible aggregate trail around Wheaton Pond includes all incidental work as necessary to complete the work in accordance with the plans and specifications. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the specifications or plans.
- C. **MEASUREMENT AND PAYMENT**
 1. Class 2 Accessible trail around Wheaton Pond will be measured for payment by the square yard of 4" thick class 2 aggregate. Scope of work shall include furnish and installing 4" depth class 2 aggregate, all necessary subgrade preparation, excavation, and trail grading activity including, but not limited to, shaping/berming, compacting, re-spreading of common borrow, and fine grading.
 2. Seeding and any erosion control blanket needed on slopes steeper than 3:1 will be paid for by the square yard.

3.12 OAK WILT PROTECTION

- A. The Contractor shall take care to protect all Oak trees during trail construction operations. The Contractor shall coordinate tilling and grading work that may damage tree root and branch cutting in the high-quality oak tree areas within the project area with Max Samuelson at 952.891.7965. Provide 48 hours' advanced notification prior to the commencement of any root cutting.
- B. The Contractor shall treat Wounded roots and branches of oak trees in the following manner:
 - 1. Ragged root cuts 1" in diameter or larger shall be cleanly recut with a hand saw and the cut end shall be painted with tree wound paint. ***This work is incidental to trail decommissioning/construction.***
 - 2. In addition, for Oak trees where 1/3 or more of the root zone is impacted (either compacted or roots cut) or for high value trees identified by Dakota County, the Contractor shall treat affected oak trees with a soil drench of tree growth regulator such as paclobutrazol to reduce stress on damaged root systems. ***This work shall be performed by a ISA Certified Arborist. This work will be paid for by each application.***
- C. The flagged trail alignment will be adjusted in the field to the extent feasible to avoid Oak root damage.

3.13 CLEANUP AND PROTECTION

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- D. During trail decommissioning, keep adjacent paving and construction clean and work area in an orderly condition.
- E. Protect plants from damage due to construction operations. Contractor will be fined for damages to existing native vegetation and desirable trees in accordance with specification 01 50 00 Temporary Facilities and Controls section 3.4.
- F. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.14 DISPOSAL

- A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION

32 92 00 – NATIVE SEEDING AND EROSION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Native Seeding.
 - 2. Erosion-control material(s).

1.3 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- I. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 SUBMITTALS

- A. Product Date: For all erosion control materials including silt fence, sediment control logs, erosion control blanket, and straw mulch.
- B. Seed bed preparation and seeding methodology plan.
- C. Seed mixes.

1.5 QUALITY ASSURANCE

- A. Qualifications of workers: Provide at least one person who shall be present at all times during execution of this portion of the work, and who shall be thoroughly familiar with the type and operation of equipment being used. Said person shall direct all work performed under this Section.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall protect the seed from moisture until seeding. Do not use wet or moldy seed.

1.7 PROJECT CONDITIONS

- A. The Contractor shall furnish and install the following temporary cover crop during these seeding dates on all disturbed ground that does not receive erosion control blanket:
 - 1. April – July: Oats
 - 2. August-November: Winter Wheat
- B. Where seeding is installed beneath erosion control blanket, the Contractor shall install the native seed mix furnished by Dakota County.

Weather Limitations: Proceed with seeding only when existing and forecasted weather conditions permit seeding to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED MIX

- A. Oats Seed Mix
 - 1. Seed Mix: 100% Oats (*Avena sativa*)
 - 2. Application rate (PLS lb/acre).
 - a. Slope <5% = 25 lbs/ac
 - b. Slope 5-10% = 35 lbs/ac
 - c. Slope >10% = 56 lbs/ac

- B. Winter Wheat Seed Mix
 - 1. Seed Mix: 100% Whinter Wheat (*Triticum aestivum*)
 - 2. Application Rate (PLS lb/acre).
 - a. Slope <5% = 25 lbs/ac
 - b. Slope 5-10% = 35 lbs/ac
 - c. Slope >10% = 56 lbs/ac

2.2 MULCHES

- A. Dry cereal straw (oats, barley, wheat, or rye). Must meet the requirements of the Minnesota Crop Improvement Association (MCIA) to be noxious weed free, per MnDOT 3882.1.

- B. Prairie hay. Must meet the requirements of the Minnesota Crop Improvement Association (MCIA) to be noxious weed free, per MnDOT 3882.1.

- C. Do not use other hay (brome grass, timothy, or orchard grass, alfalfa, clover, or reed canary grass/cattail "marsh hay").

2.3 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Products meeting the requirements of Section 3885 of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 1. Material shall be Category 25 per MnDOT 3885. Install on all slopes greater than 3:1
 - 2. Material shall be Category 35 per MnDOT 3885. Install as directed by Owner.

- B. Sediment Control Log: Products meeting the requirements of Section 3897 of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 1. Material shall be straw, wood fiber, wood chip, or compost sediment control log.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings caused by seeding operations.

- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff.

3.2 NATIVE SEEDING AREA PREPARATION

- A. Finish Grading: Grade seeded areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- B. Before seeding, obtain County Representative acceptance of finish trail grading.
- C. Limit seeding preparation to areas identified to be seeded as shown in the plans, and any other areas disturbed by construction activities.
- D. A suitable seedbed must be prepared and approved by the County Representative prior to seed installation. The suitable seedbed must be free of live turf, weeds, or invasive vegetation. Mulch/woody debris shall represent no more than 20% of the visible cover in any given area. This preparation may be accomplished through mechanical grazing, harrowing, hand raking, or other means proposed by the Contractor and approved by Dakota County. Include a description of your proposed methodology with your submittals.

3.3 NATIVE SEEDING INSTALLATION

- A. The Contractor shall restore disturbed ground as soon as trail construction/decommissioning work is complete.
- B. Seeding shall be completed within 5 days of ground disturbance.
- C. Where obstructions (e.g., trees) are absent or limited, and slopes allow, install seed with no-till drill in two directions, perpendicular to one another.
- D. Areas that cannot be drilled may be hand broadcast seeded using a mechanical seeder that can evenly disperse all, including fluffy, seed. Prior to hand broadcasting, seed shall be divided into two equal parts. The entire area shall be sown with first half before spreading second half, using two perpendicular passes. All seed shall be spread evenly throughout seeding zones.
- E. Within 24 hours, or as soon as Work Area conditions permit, hand broadcast seeded areas shall be rolled with a cultipacker perpendicular to the slope. Cultipacking may not be possible or practical in areas where soil preparation was non-intensive; therefore, gentle raking of seeded areas should be conducted to ensure good seed-to-soil contact. Contractor is responsible for ensuring good seed-to-soil contact regardless of seeding method used.
- F. After seeding and cultipacking/raking, install erosion control blanket on slopes greater than 3:1 or as shown on the plans.
 - 1. Where erosion control blanket is installed, seed with native seed mix furnished by Dakota County
- G. All areas planted with seed in recently graded or bare soil areas that do not receive erosion control blanket shall receive straw/hay mulch and temporary cover crop furnished and installed by Contractor. After seeding and cultipacking/raking, crimp 2,000 pounds per acre of weed-free straw or hay onto seeded areas that lack thatch. Where straw/hay crimping is not feasible, machine or hand spread straw/hay at a rate of 2,000 pounds per acre. Straw/hay mulch is incidental to seeding.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in this Section.
- B. Install erosion control blanket per MnDOT Standard Specification 2575. Install erosion-control blanket from top of slope, working downward, and as recommended by material manufacturer for site conditions.

3.5 MAINTENANCE OF SEEDING AREAS

- A. The Contractor shall regrade and reseed native areas that are damaged or erode in the first 60 days (at no additional cost to Owner). Additional maintenance activities shall be approved by the Owner prior to execution.
- B. Remedial seeding may be required during the maintenance period if seeded slopes erode or are damage. All remedial seeding and repair shall be installed per the Native Seeding specification.
- C. Fill in as necessary soil subsidence that may occur because of settling or other processes.
- D. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

3.6 SATISFACTORY NATIVE SEEDING

- A. The Contractor shall coordinate with Owner's Representative to ensure field inspection of all seeding areas occurs shortly after seed installation. All seeding areas shall meet the following criteria as determined by Owner's Representative:
 - 1. All seeding areas received the specified seed mixes at the specified rate using specified installation methods.
 - 2. Straw/hay mulch installed per specifications.
 - 3. Erosion control blanket installed per specifications in the locations identified in the Drawings.
- B. After the 60-day maintenance period, the Contractor shall coordinate with Owner's Representative to schedule a final field inspection of all native areas designated for seeding. The seeded area shall be free of erosion, and all erosion control blanket shall be in good condition.
- C. Use specified materials to establish native vegetation that does not comply with requirements until vegetation is installed per specifications.

3.7 PERIMETER EROSION CONTROL FOR DECOMMISSIONED TRAIL CONSTRUCTION

- A. **Within 200 feet of water body or wetland:** The Contractor shall install straw, wood fiber, wood chip, or compost sediment control log per MnDOT specification 2573 when decommissioned trail construction limits are within 200 feet of a water body or wetland. Sediment control log shall be placed on the downhill edge of a disturbed area. Redundant sediment control is required when 50' from wetland or water body.
- B. **Greater than 200 feet of water body or wetland:** Sediment control logs are not required when trail decommissioning occurs more than 200 feet from a wetland or water body, provided that trail grading is completed in segments that can be seeded within five (5) days of starting soil disturbance/trail grading. This rule does **not** apply to new trail construction.

3.8 PERIMETER EROSION CONTROL FOR TRAIL CONSTRUCTION

- A. Sediment control logs are shown on the plans only at critical erosion areas (200 feet of water body or wetland or where trail construction is 20' from property boundary). However, perimeter sediment control is required along all downgradient trail construction areas, even where not explicitly shown on the plans. The Contractor shall relocate sediment control logs within the project limits using quantity provided in bid form after areas are restored. The expectation is that sediment control logs will be relocated as trail construction progresses. Removal and reinstallation of sediment control logs throughout the project site are incidental to the LF price in the bid for.
- B. Contractor shall remove all sediment control logs at the end of project.

3.9 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove nondegradable erosion-control measures after vegetation establishment.
- C. The movement of equipment, organisms, and organic and inorganic material are potential pathways for the introduction or spread of invasive species. Each of these pathways should be considered and addressed to reduce risk associated with invasive species movement.
 - 1. Before arriving at a work site, inspect vehicles, equipment, and gear for and remove all visible plants, seeds, mud, soil, and animals from equipment.
 - 2. Before leaving a work site, inspect vehicles, equipment, and gear for and remove all visible plants, seeds, mud, soil and animals from equipment.
 - 3. After working on infested waters or waters known to harbor pathogens of concern, clean and dry equipment prior to using in locations not known to be infested with species or pathogens present at the last location visited.
 - 4. When working within a site with invasive species work in uninfested areas before infested areas and clean equipment after use.
 - 5. Avoid parking in patches of invasive species. When unavoidable, clean vehicle of all visible evidence of soil and vegetation when leaving site.
- D. Clean up: The Contractor shall keep the work area free of debris. After seed installation is complete, clean up any remaining materials, debris, trash, etc. At no time shall empty herbicide containers, trash, or other material be allowed to accumulate at the project site. All tools shall be kept in appropriate carrying cases, toolboxes, etc. Parking areas, roads, sidewalks, paths and paved areas shall be kept free of mud and dirt.
- E. Driving is not permitted on seeded areas after planting. If driving or other disturbance occurs, Contractor is required to promptly repair.
- F. Removal: After work has been completed remove any tools, equipment, empty containers, and all other debris generated by the Contractor
- G. Repair: Repair any damages caused by the Contractor during completion of the work described in this section.

END OF SECTION 32 92 00

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form **must** be submitted with the response to this solicitation. **A response received without this form, will be rejected.**

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,**
- 2) If my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT B STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

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

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

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

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

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

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

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

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

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

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

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

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

7. **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.

8. **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 C
NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT**

Please print or type (in ink)

CONTRACTOR NAME: _____ FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____ email: _____

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

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

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

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

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

Authorized Signature

Date

Title

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

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

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

V.7 Revised: MMH (06-19)

**ATTACHMENT D
TRADE SECRET INFORMATION FORM**

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

All responders must select one of the following boxes:

- My bid/proposal **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.

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

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

Revised: 6/28/2018

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

Authorized Signature

Title

Date

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

ATTACHMENT E: PREVAILING WAGES

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



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

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

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

Effective: 2025-11-03 Revised: 2025-12-01

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

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

Violations on MnDOT highways and road projects should be reported to:

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

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

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2025-11-03	44.00	26.12	70.12
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-11-03	44.00	26.12	70.12
103		2025-11-03	31.66	22.78	54.44

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)				
104 FLAG PERSON	2025-11-03	44.00	26.12	70.12
105 WATCH PERSON	2025-11-03	40.60	25.57	66.17
106 BLASTER	2025-11-03	22.08	6.87	28.95
107 PIPELAYER (WATER, SEWER AND GAS)	2025-11-03	47.50	26.12	73.62
108 TUNNEL MINER	2025-11-03	45.50	26.12	71.62
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2025-11-03	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.	2025-11-03	44.00	26.12	70.12
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2025-11-03	44.00	26.12	70.12
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS.	2025-11-03	16.28	4.07	20.35

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	SERVICES PROVIDED BY THE CONTRACTOR.				
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
202	BOOM TRUCK	2025-11-03	48.96	29.40	78.36
		2026-05-04	50.49	31.00	81.49
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	2025-11-03	41.37	29.40	70.77
		2026-05-04	42.60	31.00	73.60
204	OFF-ROAD TRUCK	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-11-03	38.90	23.49	62.39
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2025-11-03	47.24	29.40	76.64
		2026-05-04	48.71	31.00	79.71
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
308				
	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)			
GROUP 3	2025-11-03	46.61	29.40	76.01
	2026-05-04	48.05	31.00	79.05
309	ASPHALT BITUMINOUS STABILIZER PLANT			
310	CABLEWAY			
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)			
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)			
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER			
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)			
316	LOCOMOTIVE CRANE OPERATOR			
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE			
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)			
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)			
320	TANDEM SCRAPER			
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)			
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)			
GROUP 4	2025-11-03	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			
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)			
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)			
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)			
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS			
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS			
331	CHIP HARVESTER AND TREE CUTTER			
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE			
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)			
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
338				
339				
340				
341				
342				
343				
344				
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368				
GROUP 5	2025-11-03	42.77	29.40	72.17
	2026-05-04	44.06	31.00	75.06
369				
370				
371				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
372				
373				
374				
375				
376				
377				
378				
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380				
381				
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383				
384				
385				
GROUP 6	2025-11-03	41.37	29.40	70.77
	2026-05-04	42.60	31.00	73.60
387				
388				
389				
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392				
393				
394				
395				
396				
397				
TRUCK DRIVERS				
GROUP 1	2025-11-03	41.35	24.70	66.05
	2026-05-01	43.29	25.40	68.69
601				
602				
603				
GROUP 2	2025-11-03	40.71	24.70	65.41

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
604	2026-05-01	42.63	25.40	68.03	
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK					
GROUP 3	2025-11-03	40.60	24.70	65.30	
	2026-05-01	42.51	25.40	67.91	
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4	2025-11-03	40.31	24.70	65.01	
	2026-05-01	42.21	25.40	67.61	
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	2025-11-03	47.10	24.40	71.50
702	BOILERMAKERS	2025-11-03	48.35	31.93	80.28
703	BRICKLAYERS	2025-11-03	49.91	28.34	78.25
		2026-05-01	52.91	28.34	81.25
704	CARPENTERS	2025-11-03	47.57	32.17	79.74
		2026-05-01	50.76	32.17	82.93
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
706	CEMENT MASONS	2025-11-03	49.63	27.82	77.45
707	ELECTRICIANS	2025-11-03	59.00	35.79	94.79
		2026-05-01	63.59	35.79	99.38

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
711	GROUND PERSON	2025-11-03	46.41	22.77	69.18
712	IRONWORKERS	2025-11-03	46.35	37.86	84.21
		2026-05-03	49.50	37.86	87.36
713	LINEMAN	2025-11-03	59.36	26.71	86.07
714	MILLWRIGHT	2025-11-03	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)	2025-11-03	48.00	29.09	77.09
		2026-05-04	50.50	29.09	79.59
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-11-03	47.71	31.98	79.69
		2026-05-01	50.90	31.98	82.88
717	PIPEFITTERS . STEAMFITTERS	2025-11-03	56.24	39.30	95.54
		2026-05-01	61.24	39.30	100.54
719	PLUMBERS	2025-11-03	61.28	31.52	92.80
721	SHEET METAL WORKERS	2025-11-03	56.71	35.82	92.53
		2026-05-01	60.96	35.82	96.78
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLL.PREVVAGE@STATE.MN.US			
724	TILE SETTERS	2025-11-03	34.76	23.29	58.05
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLL.PREVVAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2025-11-03	51.07	24.02	75.09
		2026-07-01	54.44	24.02	78.46
728	WIRING SYSTEMS INSTALLER	2025-11-03	35.78	18.73	54.51

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
729	ASBESTOS ABATEMENT WORKER	2025-11-03	41.23	25.99	67.22
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLEPREVWAGE@STATE.MN.US</u>			

ATTACHMENT F - SAMPLE CONTRACT
CONTRACT BETWEEN THE COUNTY OF DAKOTA
AND [CONTRACTOR]
FOR [SERVICE]

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. TERM

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

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the equipment and services, labor, and materials generally described in the Choose an item. and Contractor’s [quote/bid/response] (collectively, “Services”).
- 2.2. Conformance to Specifications. The Services shall be in accordance with the criteria and specifications set out in **Exhibits 1 and 2.** Contractor represents and covenants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].
- 2.4. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor’s profession would use in the same or similar circumstances.
- 2.5. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.6. Changes in Policy or Staff. Contractor shall provide notice of any staffing changes that may affect its performance under the Contract. The County may terminate this Contract by providing 10 calendar days’ Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.7. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor’s business, to continue Services under the Contract the Contractor must receive written consent from the County permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor’s successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

3. PAYMENT

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

3.1. Compensation. The County shall pay for Services in the fixed amounts set out in the Contractor’s [quote/bid/response]. [Use if contract will be available to others through the State of Minnesota Cooperative Purchasing Venture] For purchases made in accordance with the pricing stated in the State of Minnesota Cooperative Purchasing Venture, or similar cooperative purchasing ventures, the pricing stated herein, based on the cooperative purchasing contract in effect on the date of execution of this Agreement, shall control during the term of this Agreement notwithstanding the expiration of, termination of or changes to the cooperating purchasing contract.

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

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

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

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

3.4. Payment for Disputed or Unauthorized Claims or Services.

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

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

4. COMPLIANCE WITH LAWS/STANDARDS

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

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

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

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

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

[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
 - 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 delegates', actual or alleged:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract;

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

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

- 7.2. Limitations. [Only use if contract is for building or construction: Contractor's obligation to indemnify or hold harmless the County, its officers, agents, and employees for liability or claims of liability arising out of bodily injury to persons or out of physical damage to tangible or real property shall apply to the extent such damages and injury are attributable to the negligent acts or omissions of Contractor, or Contractor's independent contractors, agents,

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

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

- A. any demand, action, suit, or proceeding against the party providing Notice; or
- B. any event or fact that may give rise to indemnification under section 7.1 by Contractor.

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

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

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

8. **INSURANCE**

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

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

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

9. **SUBCONTRACTING**

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

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

- A. Contractor shall be responsible for the performance of its Subcontractors.
- B. All Subcontractors shall comply with the provisions of this Contract.
- C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.

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

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

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

10. FORCE MAJEURE

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

11. DEFAULT

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

12. TERMINATION

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

- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with County with any transition of Services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
- E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
- F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

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

12.7. Effect of Termination for Cause or without Cause.

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

13. CONTRACT RIGHTS/REMEDIES

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

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

14. AUTHORIZED REPRESENTATIVE

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

To the Contractor:

[Name]
 [Title]
 [Street]
 [City, State Zip]
 Telephone: [Telephone Number]
 [Email Address]

To the County:

[Name]
 [Title]
 [Department]
 [Street]
 [City, State Zip]
 Telephone: [Telephone Number]
 [Email Address]

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

appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

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

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

15. LIAISON

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.
- 20.2. Exhibits. The following Exhibits **and addenda (delete if no addenda)**, including all attachments, are incorporated and made a part of this Contract:
- Exhibit 1 – County’s Request for 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

- 21.1. “Protected Data” has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
- 21.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 21.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor’s performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 21.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute a waiver of any claim or cause of action for breach of contract.
- 21.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data is available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 21.6. This section survives expiration or termination of this Contract.

22. ELECTRONIC SIGNATURES

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

23. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all

other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

24. WAGE WITHHOLDING TAX

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

SAMPLE

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

COUNTY OF DAKOTA

CONTRACTOR

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

By: SAMPLE
[Name, Title]
[Department]

By: SAMPLE
Signature

Date of Signature: SAMPLE

SAMPLE
Title

Contract Number: C00

Date of Signature: SAMPLE

Dakota County Board Resolution:

SAMPLE

SECTION 3 - PHASE II: RECOMMENDATIONS AND IMPLEMENTATION STRATEGY

SUSTAINABLE TRAIL MAINTENANCE PRACTICES

Many trail segments identified with erosion issues can be improved with sustainable trail design best practices. Careful planning and expertise is required by trail builders and maintenance staff to maintain a sustainable trail system. The following recommendations are key for evaluating and maintaining sustainable trail network in the park.

DEBERM

A properly built trail should have good trail outslope (sloped of trail tread from side to side) to direct water off the trail quickly. Overtime, a soft surface trail will form berms on the outside edge of the trail. These berms are cause by normal trail use. If berms on outside edge of trails are not periodically removed, even a once sustainability designed trail will begin to erode. Berms on the outside edge of trails concentrate the flow of water on

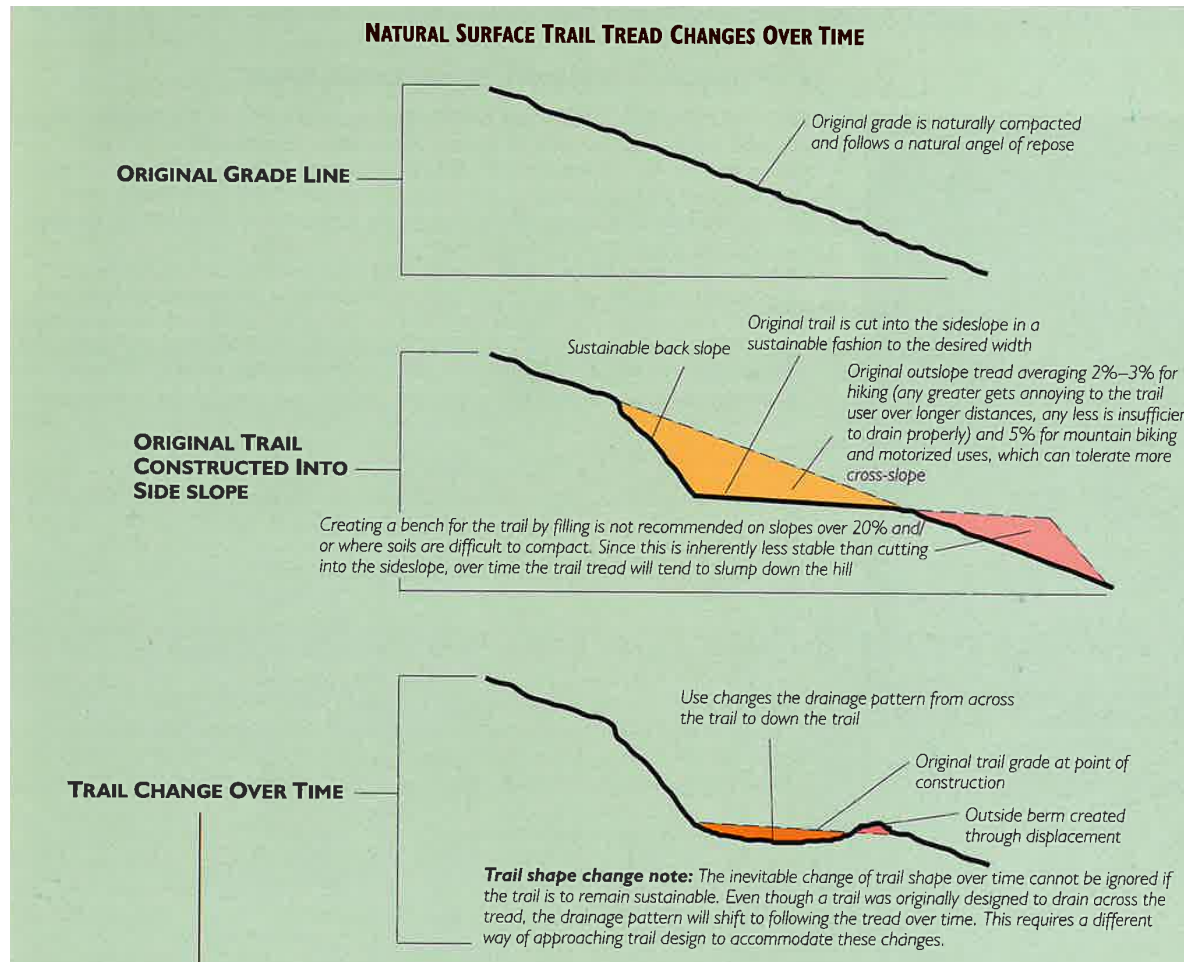
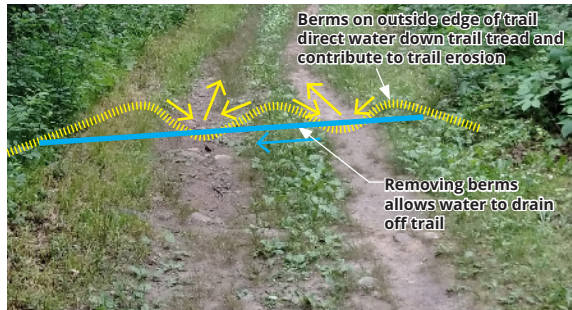


Image source: Trail Planning, Design, and Development Guidelines - MnDNR, 2006



Example of trail in need of debemming at Lebanon Hills Regional Park
the trail tread. The increased water volume and velocity will erode the trail.

ROLLING GRADE & EARTHEN ROLLERS

Having proper outslope is only the start of a sustainable trail design. A trail with any significant longitudinal slope with proper outslope alone will still erode due to gaining water velocity down the slope of a trail. A sustainable trail should roll up and down as

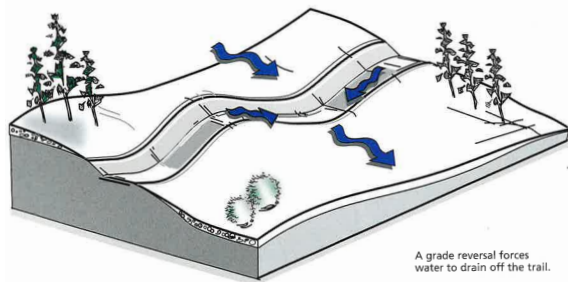
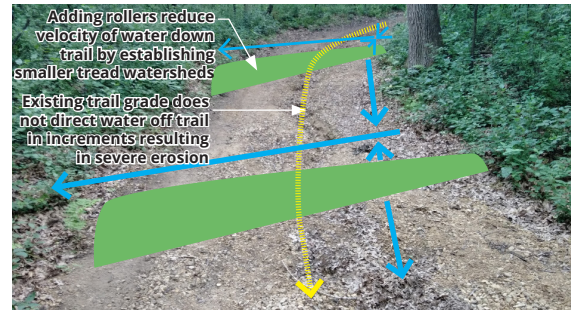


Image source: *Managing Mountain Biking. IMBA's Guide to Providing Great Riding*, 2007
January 12, 2023



Example of trail in need of earthen rollers at Lebanon Hills Regional Park
it transcends a slope. A rolling grade design effectively divides a trail segment into smaller tread watersheds where water can drain off a trail before it gains significant water velocity that erodes trail treads.

Earthen rollers can be added to existing trails that were not designed with rolling grades to achieve a similar effect. Earthen rollers are essentially berms that create a short up hill section on a long downhill trail to break the trail segment into smaller tread watersheds.

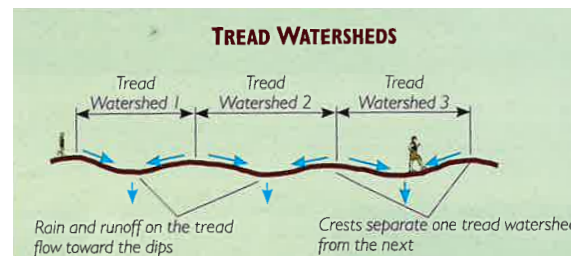
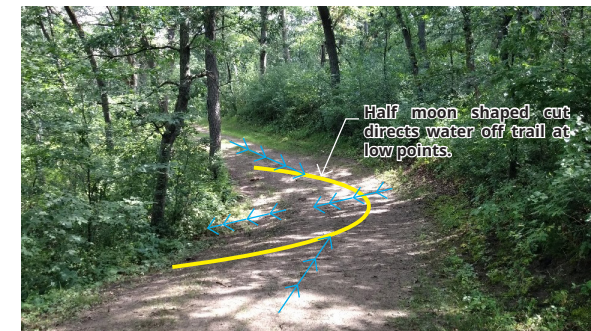


Image source: *Trail Planning, Design, and Development Guidelines - MnDNR*, 2006

KNICKS

Knicks are used to properly drain water off trails at low points. A knick is a half moon shaped cut that is tilted to the outslope that directs water off trail. For knicks to be effective, the grade adjacent to the trail needs to be lower to provide a place for the water to drain.



Example of knick at Lebanon Hills Regional park

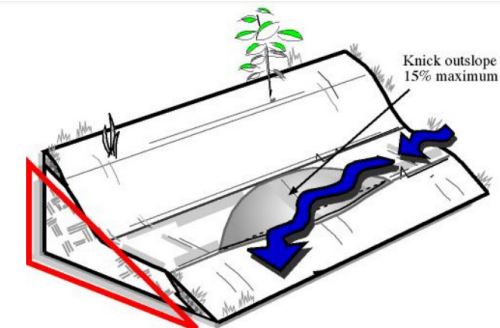


Image source: *IMBA Sustainable Trail Development A Guide to Designing and Constructing Native-surface Trails*, 2009

REROUTE FALL LINE TRAILS

A trail that is aligned perpendicular to the slope of a hill is considered a fall line trail. Controlling erosion on fall line trails are difficult to control, especially when steep. Erosion can be managed with frequent maintenance on gently sloped fall line trails with good outslope and rollers. However, erosion issues on fall

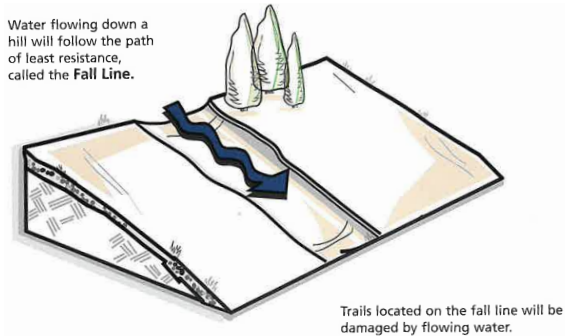


Image source: Trail Solutions. IMBA's Guide to Building Sweet Singletrack, 2004



Example of fall line trail at Lebanon Hills Regional Park

line trail alignments on steep slopes cannot be effectively managed without hardening the trail tread or rerouting with sustainable trail design practices.

OTHER SUSTAINABLE TRAIL DESIGN BEST PRACTICES

Maintain Sustainable Grades & 10% Average

The slope of a trail is a key component to sustainable trail design. Generally, a slope over 10% will be difficult to manage trail erosion unless the soil is very rocky. A slope of 5% is ideal in sandy soil locations. In general, a the average slope of the trail should not exceed 10%.

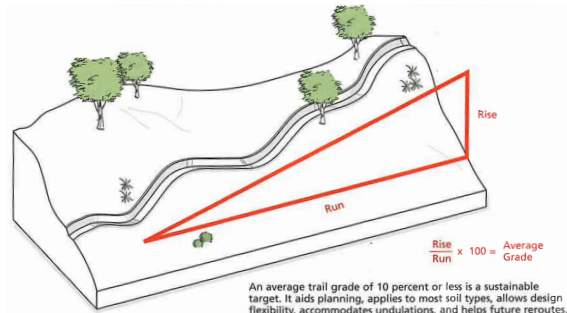


Image source: Managing Mountain Biking. IMBA's Guide to Providing Great Riding, 2007

Side Hill Trails

Sustainable trails should be aligned on the side of a hill. Side hill trail alignments provide good opportunity for outslope drainage. When possible, trails should avoid flat areas as these tend to collect water.

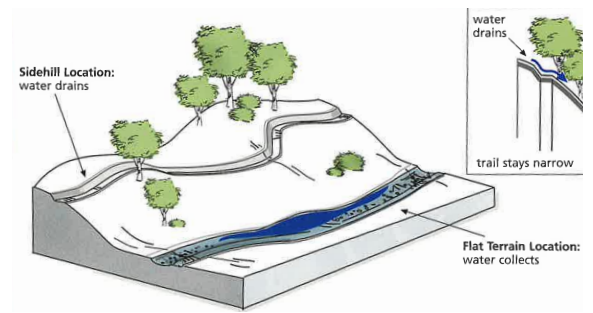


Image source: Managing Mountain Biking. IMBA's Guide to Providing Great Riding, 2007



Example of side hill trail alignment at Lebanon Hills Regional Park

Rule of Half

The rule of half is a sustainable trail building guide to calculate maximum longitudinal slope of a trail based on the sideslope it is traversing. The rule of half says the longitudinal slope of a trail should be no more than half the steepness of the sideslope it follows. For example, a 14% side hill slope would support a maximum trail slope of 7%. No trail slope should exceed 10% even if half the side hill slope is greater than 10%. For example, a 30% side hill slope would still only support a 10% trail slope. Any trail that exceeds the rule of half is considered a fall line trail.

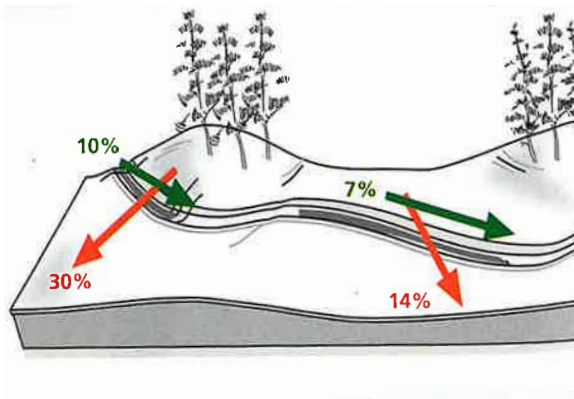


Image source: *Managing Mountain Biking. IMBA's Guide to Providing Great Riding, 2007*

OTHER MAINTENANCE PRACTICES

Leaf Blowing

Blowing leaves off trail tread is an important maintenance practices that improves the sustainability and functionality of soft surface trails. When left on trails, leaves decompose and add loose organic matter to the trail surface, increasing their susceptibility to erosion over time.

Removing leaves from the trail also improves the user experience. Leaves not removed from ski trail will remain on the surface of the snow and catch on the bottom of skis and reducing glide for skiers, especially during years with minimal snow coverage. Leaves left on hiking trails and mountain bike trails creates a slippery trail surface and increases the time for a wet trail to dry out.

Winter Salt and Sand

The use of salt and sand should be minimized when in proximity to lakes or wetlands. Salt should not be used on any trail within 50 feet of lakes or wetlands to protect the water

quality. Salt and sand will only be utilized in Lebanon Hills Regional Park when needed to maintain safe use of the trails during extreme ice conditions. Additional agency coordination efforts should be made for maintaining the new trail corridor along Cliff Road to minimize the use of salt and directing runoff into water bodies from the surrounding park boundary.

Seasonal Trail Closures for Habitat Protection

Lebanon Hills Regional Park provides critical habitat for a wide array of wildlife. Seasonal trail closures may occur on trails extending through sensitive wildlife habitat areas. Seasonal trail closures will be deliberate and selective with the intent to minimize disturbance during key life cycles of sensitive habitat. Closures will be temporary and clear detour signage will be implemented to inform trail users of alternate routes.

PLAN SYMBOLS

- STATE LINE
- COUNTY LINE
- TOWNSHIP OR RANGE LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- RIGHT-OF-WAY LINE
- PRESENT RIGHT-OF-WAY LINE
- CONTROL OF ACCESS LINE
- PROPERTY LINE (Except Land Lines)
- VACATED PLATTED PROPERTY
- CORPORATE OR CITY LIMITS

- TRUNK HIGHWAY CENTER LINE
- CONC. RETAINING WALL
- RAILROAD
- RAILROAD RIGHT-OF-WAY LINE
- RIVER OR CREEK
- DRY RUN
- DRAINAGE DITCH
- DRAIN TILE
- CULVERT
- DROP INLET
- GUARD RAIL
- BARBED WIRE FENCE
- WOVEN WIRE FENCE
- CHAIN LINK FENCE
- RAILROAD SNOW FENCE
- STONE WALL OR FENCE
- HEDGE
- RAILROAD CROSSING SIGN
- RAILROAD CROSSING BELL
- ELECTRIC WARNING SIGN
- CROSSING GATE
- MEANDER CORNER
- MAIL BOX
- SPRINGS
- MARSH

- TIMBER ORCHARD
- BRUSH NURSERY
- CATCH BASIN
- FIRE HYDRANT
- CATTLE GUARD
- OVERPASS (Highway Over)
- UNDERPASS (Highway Under)
- BRIDGE

- BUILDING (One Story Frame)
- F-FRAME C-CONCRETE
- S-STONE T-TILE
- B-BRICK ST-STUCCO
- IRON PIPE OR ROD
- MONUMENT (STONE, CONCRETE, OR METAL)
- WOODEN HUB
- GRAVEL PIT
- SAND PIT
- BORROW PIT
- ROCK QUARRY

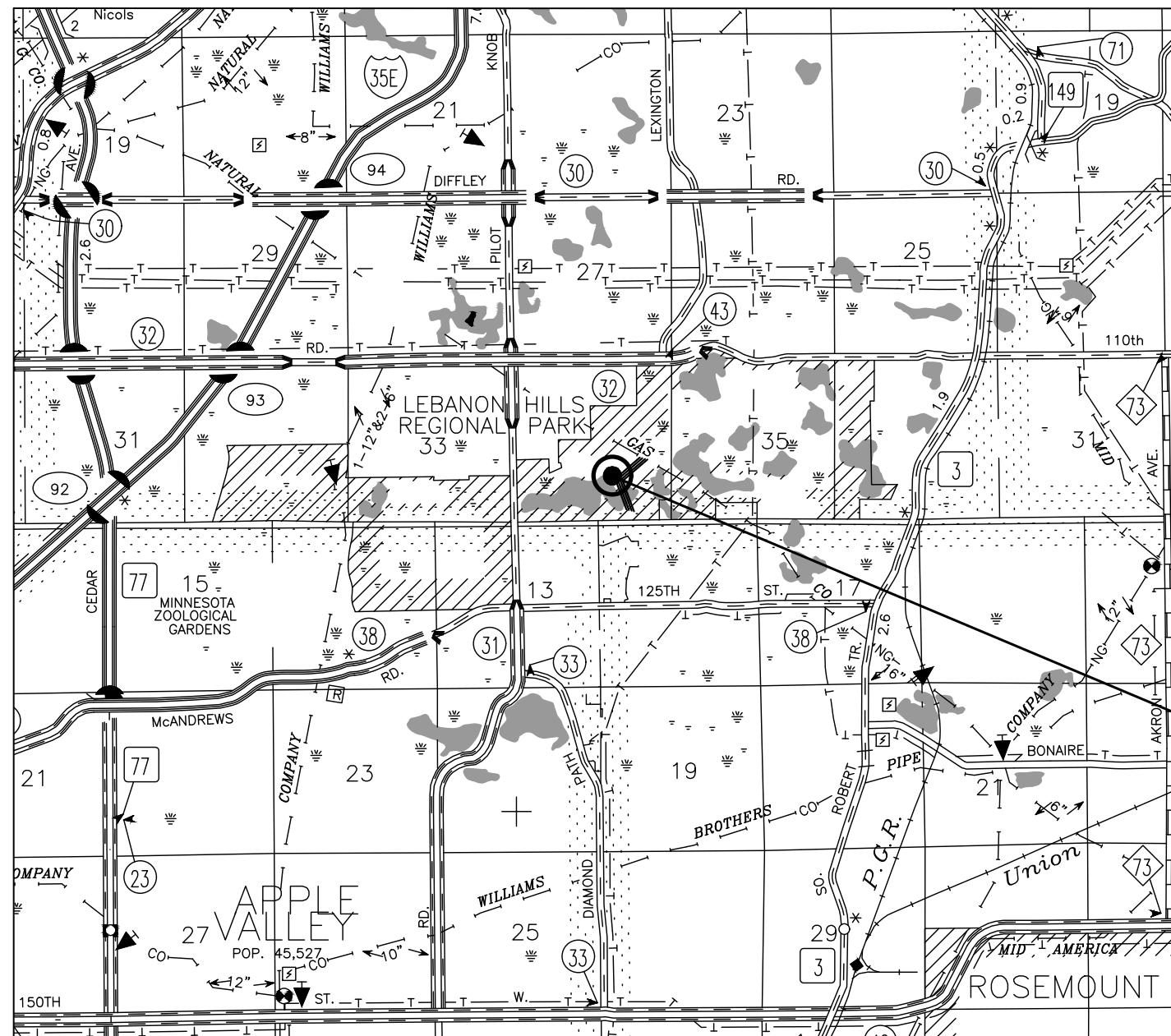
- UTILITY SYMBOLS
- POWER POLE LINE
- TELEPHONE OR TELEGRAPH POLE LINE
- JOINT TELEPHONE AND POWER ON POWER POLES ON TELEPHONE POLES
- ANCHOR
- STEEL TOWER
- STREET LIGHT
- PEDESTAL (TELEPHONE CABLE TERMINAL)
- GAS MAIN
- WATER MAIN
- CONDUIT
- TELEPHONE CABLE IN CONDUIT
- ELECTRIC CABLE IN CONDUIT
- TELEPHONE MANHOLE
- ELECTRIC MANHOLE
- BURIED TELEPHONE CABLE
- BURIED ELECTRIC CABLE
- AERIAL TELEPHONE CABLE
- SEWER (SANITARY)
- SEWER (STORM)
- SEWER MANHOLE
- HANDHOLE

LEBANON HILLS REGIONAL PARK

TRAIL SUSTAINABILITY IMPROVEMENTS

DAKOTA COUNTY

CONSTRUCTION PLANS FOR NATURAL SURFACE TRAIL DECOMMISSIONING, NATURAL SURFACE TRAIL CONSTRUCTION, AND NATIVE SEEDING.



LEBANON HILLS REGIONAL PARK
860 Cliff Rd, Eagan, MN 55123



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Print Name: JONATHAN W. FILLMORE
Jonathan Fillmore
 Date: 4/1/2026
 License #: 58679

Sheet List Table

SHEET NUMBER	SHEET TITLE
1	COVER SHEET & SHEET INDEX
2	GENERAL NOTES
3	WEST SEGMENT OVERALL EXISTING CONDITIONS PLAN
4	WEST SEGMENT EXISTING CONDITIONS ENLARGEMENT PLAN 1
5	WEST SEGMENT EXISTING CONDITIONS ENLARGEMENT PLAN 2
6	WEST SEGMENT EXISTING CONDITIONS ENLARGEMENT PLAN 3
7	WEST SEGMENT EXISTING CONDITIONS ENLARGEMENT PLAN 4
8	MIDDLE SEGMENT OVERALL EXISTING CONDITIONS PLAN
9	MIDDLE SEGMENT EXISTING CONDITIONS ENLARGEMENT PLAN 1
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14	WEST SEGMENT LAYOUT ENLARGEMENT PLAN 1
15	WEST SEGMENT LAYOUT ENLARGEMENT PLAN 2
16	WEST SEGMENT LAYOUT ENLARGEMENT PLAN 3
17	WEST SEGMENT LAYOUT ENLARGEMENT PLAN 4
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20	MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 2
21	MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 3
22	MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 4
23	SWPPP - 1 OF 4
24	SWPPP - 2 OF 4
25	SWPPP - 3 OF 4
26	SWPPP - 4 OF 4
27	TYPICAL TRAIL DECOMMISSIONING DETAILS
28	TYPICAL TRAIL DECOMMISSIONING DETAILS
29	PROPOSED TYPICAL TRAIL SECTIONS
30	SUSTAINABLE TRAIL BUILDING DETAILS
31	EROSION CONTROL DETAILS



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

PRINT NAME:
 SIGNATURE:
 DATE: 4/1/2026
 LICENSE #: 58679

REVISIONS

NO.	DATE	BY	CHKD	APPR

DRAWN BY: NATHAN SWATZ
 DESIGNED BY: TIM WEGNER
 CHECKED BY: JONATHAN FILLMORE
 COMM. NO.: 18280

LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN

COVER SHEET & SHEET INDEX

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GENERAL NOTES:

- STATE LAW: 48 HOURS BEFORE EXCAVATION BEGINS CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 FOR FIELD LOCATION OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE OWNER.
- CLEAR AND GRUB VEGETATION WITHIN CONSTRUCTION LIMITS AND AS REQUIRED TO CONSTRUCT THE PROPOSED IMPROVEMENTS. VERIFY LIMITS WITH OWNER. CLEARING FOR TRAIL CONSTRUCTION IS INCIDENTAL. CONTRACTOR SHALL ALIGN TRAIL TO MINIMIZE TREE REMOVALS.
- TREE REMOVAL OF TREES LARGER THAN 3" DIAMETER MEASURED 4.5' FROM GROUND MUST BE REMOVED ONLY BETWEEN NOVEMBER 1ST TO MARCH 31ST.

GENERAL EROSION CONTROL NOTES

- THE CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES AS SHOWN ON THE PLANS AND AS REQUIRED TO PREVENT SILT MIGRATION PRIOR TO BEGINNING CONSTRUCTION. THESE MEASURES SHALL INCLUDE INLET PROTECTION AT ALL STORMWATER INLETS RECEIVING RUN OFF FROM THE PROJECT SITE.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN CATEGORY 25 EROSION CONTROL BLANKET ON ALL SLOPES 3:1 OR STEEPER.
- SEE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NOTES AND DETAILS FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS. NPDES PERMIT REQUIRED.
- CONTRACTOR SHALL SEED DISTURBED SOIL AS TRAIL SEGMENTS ARE COMPLETED WITHIN 5 DAYS.
- CONTRACTOR SHALL INSTALL SEED MIX AS NOTED IN THE SPECIFICATIONS. SEEDED AREAS WILL CONSIST OF:
 - SLOPES 3:1 OR STEEPER - ROLLED EROSION PREVENTION PRODUCT CATEGORY 25 FURNISHED AND INSTALLED BY CONTRACTOR AND NATIVE SEED MIX FURNISHED BY OWNER - INSTALLED BY CONTRACTOR.
 - SLOPES FLATTER THAN 3:1 - STRAW MULCH AND TEMPORARY COVER CROP SEED MIX FURNISHED AND INSTALLED BY CONTRACTOR
- WHEN WORKING WITHIN 50 FEET OF WETLANDS OR OPEN WATER PROVIDE REDUNDANT EROSION CONTROL.
- CATEGORY 35 NATURAL MATERIAL INCLUDED FOR SEVERE EROSION. USE OF CATEGORY 35 SHALL BE USED AS DIRECTED BY OWNER.
- ALL NONFUNCTIONAL TEMPORARY BMPS MUST BE REPAIRED, REPLACED OR SUPPLEMENTED WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW.
- SEDIMENT CONTROL LOGS ARE SHOWN ON THE PLANS ONLY AT CRITICAL EROSION AREAS. HOWEVER, SEDIMENT CONTROL IS REQUIRED ALONG ALL DOWNGRADIENT TRAIL CONSTRUCTION AREAS, EVEN WHERE NOT EXPLICITLY SHOWN ON THE PLANS. THE CONTRACTOR SHALL RELOCATE SEDIMENT CONTROL LOGS WITHIN THE PROJECT LIMITS AS AREAS ARE RESTORED. THE EXPECTATION IS THE CONTRACTOR WILL BE RELOCATED SEDIMENT CONTROL LOGS AS TRAIL CONSTRUCTION PROGRESSES. NO ADDITIONAL PAYMENT WILL BE MADE FOR REMOVAL AND REINSTALLING SEDIMENT CONTROL LOGS WHEN THEY ARE RELOCATED.

GENERAL TREE PROTECTION NOTES:

- PROTECT ALL TREES IN IMMEDIATE VICINITY OF WORK. NO PARKING VEHICLES OR EQUIPMENT UNDER DRIP LINES OF TREES.

GENERAL TRAIL CONSTRUCTION NOTES:

- CONTRACTOR SHALL CONFIRM PROPOSED TRAIL REROUTES WITH OWNER PRIOR TO CONSTRUCTION. CONTRACTOR SHALL FIELD VERIFY DECOMMISSIONED TRAIL SEGMENTS BASED ON FLAGGED TRAIL REROUTES.
- CONTRACTOR SHALL PROTECT TREES DURING CONSTRUCTION. OWNER MUST APPROVE ANY TREE REMOVALS EXCEEDING 3" DBH. CONTRACTOR SHALL ALIGN TRAIL TO AVOID TREE IMPACTS. TREE REMOVAL AND BRUSH/UNDERSTORY CLEARING FOR TRAIL CONSTRUCTION IS INCIDENTAL TO TRAIL CONSTRUCTION.
- TRAIL SIDE SLOPES SHALL BE A MAX OF 3:1 SLOPE. LOCATIONS WITH STEEP SLOPES, CONTRACTOR MAY STEEPEN SIDE SLOPES TO 2:1 WITH APPROVAL FROM OWNER TO MINIMIZE GRADING IMPACTS.
- CONTRACTOR SHALL PROVIDE TRAIL CLOSURE PLAN FOR APPROVAL BY OWNER PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL SIGNAGE TO THE SATISFACTION OF OWNER.
- CONTRACTOR SHALL CONSTRUCT NATURAL SURFACE TRAILS IN ACCORDANCE TO MINNESOTA DEPARTMENT OF NATURAL RESOURCES (MNDNR) TRAIL PLANNING, DESIGN, AND DEVELOPMENT GUIDELINES, US FOREST SERVICE (USFS) OUTDOOR RECREATION ACCESSIBILITY GUIDELINES, AND INTERNATIONAL MOUNTAIN BIKING ASSOCIATION (IMBA) DESIGN GUIDELINES AND STANDARDS.

EROSION CONTROL QUANTITIES:

Furnish and install temporary seed (winter wheat or oats) including weed-free straw mulch per specifications on all disturbed ground	80,400	SY
Furnish and install category 25 erosion control blanket including installation of native seed mix furnished by Dakota County	40,000	SY
Furnish and install sediment control log including relocating sediment control logs as construction progresses.	3,000	LF



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PRINT NAME: JONATHAN W. FILLMORE

SIGNATURE: *Jonathan Fillmore*

DATE: 4/1/2026

LICENSE #: 58679

REVISIONS

NO.	DATE	BY	CHKD	APPR

DRAWN BY NATHAN SWATZ

DESIGNED BY TIM WEGNER

CHECKED BY JONATHAN FILLMORE

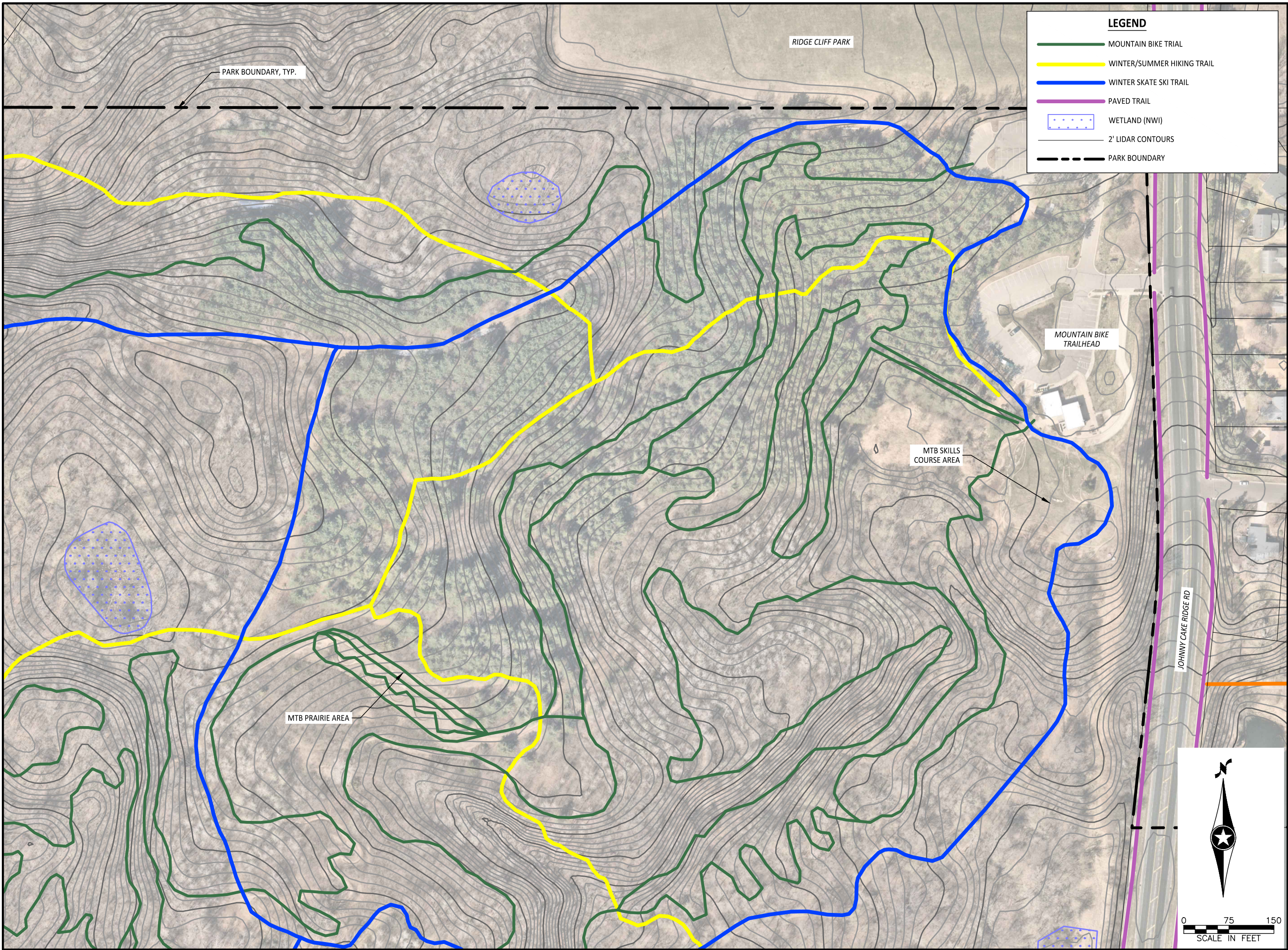
COMM. NO. 18280

LEBANON HILLS REGIONAL PARK
 TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
 GENERAL NOTES

SHEET

2 OF 31

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LEGEND

- MOUNTAIN BIKE TRIAL
- WINTER/SUMMER HIKING TRAIL
- WINTER SKATE SKI TRAIL
- PAVED TRAIL
- WETLAND (NWI)
- 2' LIDAR CONTOURS
- PARK BOUNDARY

forever wild

 PARKS

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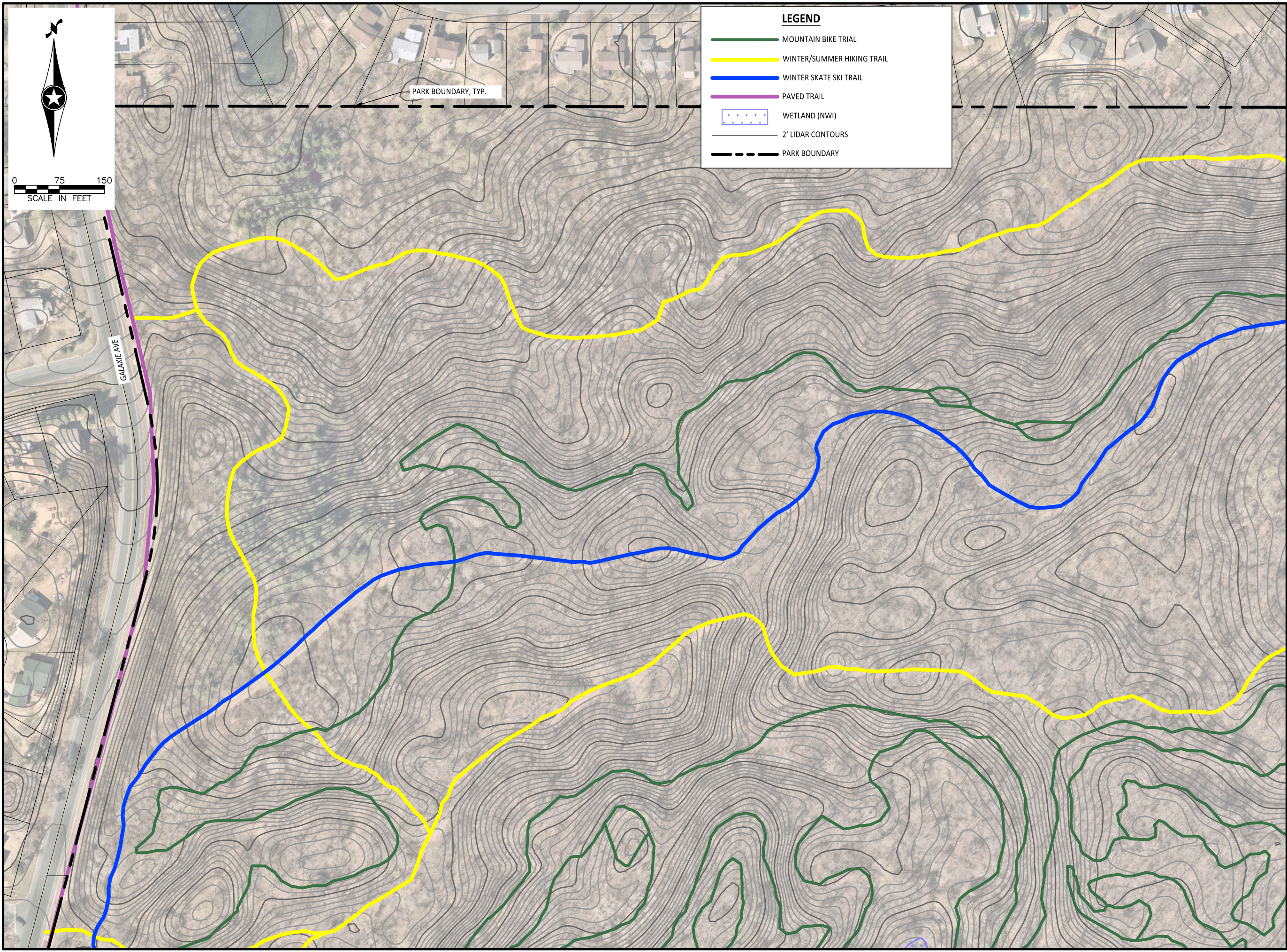
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 COMM. NO.: 18280

LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
 WEST SEGMENT EXISTING CONDITIONS ENLARGEMENT
 PLAN 1
 DAKOTA COUNTY, MN



LEGEND

- MOUNTAIN BIKE TRIAL
- WINTER/SUMMER HIKING TRAIL
- WINTER SKATE SKI TRAIL
- PAVED TRAIL
- WETLAND (NW1)
- 2' LIDAR CONTOURS
- PARK BOUNDARY

SCALE IN FEET

PARK BOUNDARY, TYP.

GALAXIE AVE

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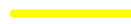




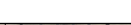
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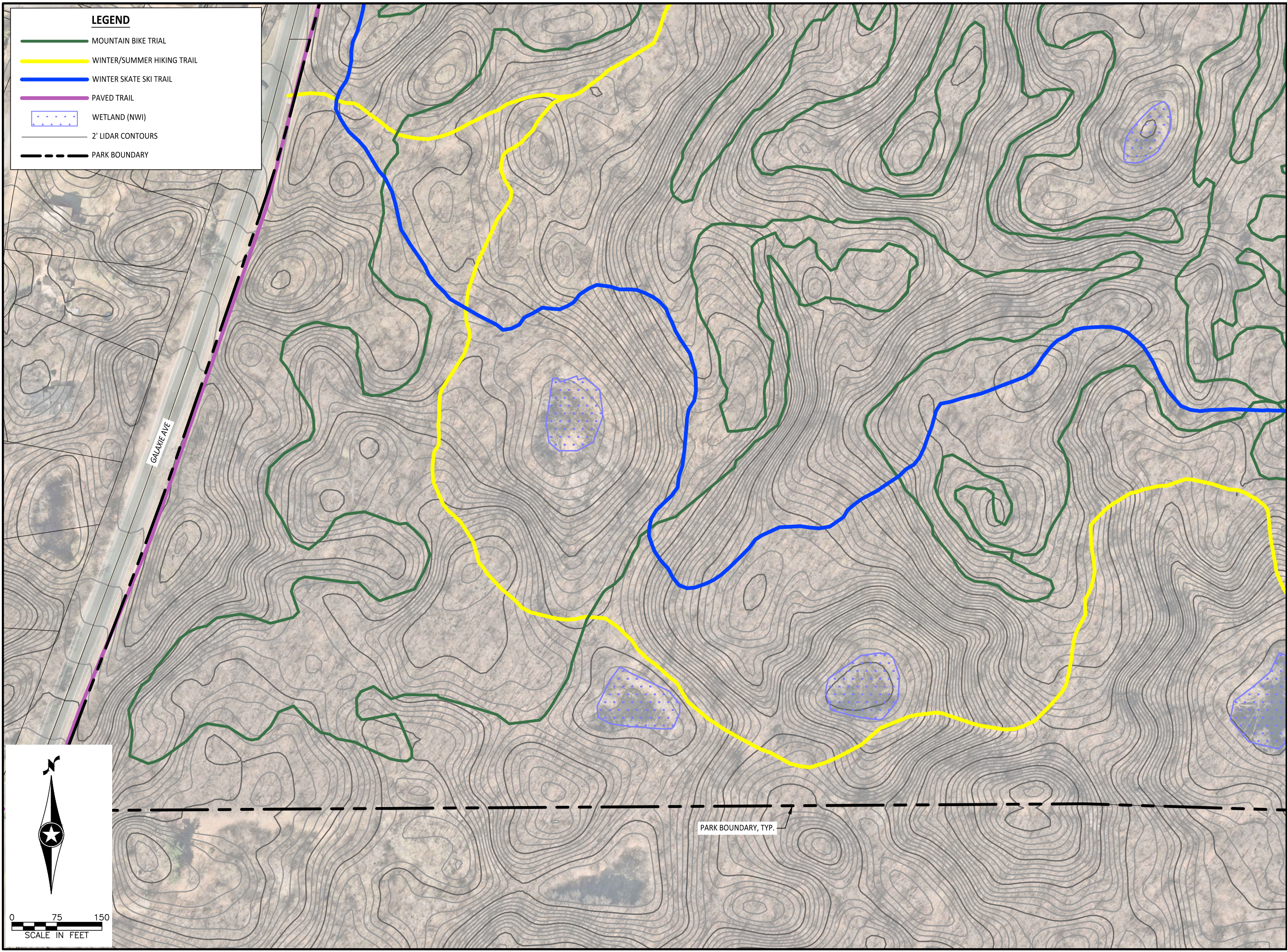
COMM. NO. 18280

LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
WEST SEGMENT EXISTING CONDITIONS ENLARGEMENT
PLAN 2

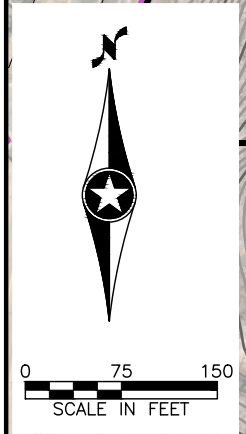
SHEET
5 OF 31

LEGEND

-  MOUNTAIN BIKE TRIAL
-  WINTER/SUMMER HIKING TRAIL
-  WINTER SKATE SKI TRAIL
-  PAVED TRAIL
-  WETLAND (NWI)
-  2' LIDAR CONTOURS
-  PARK BOUNDARY



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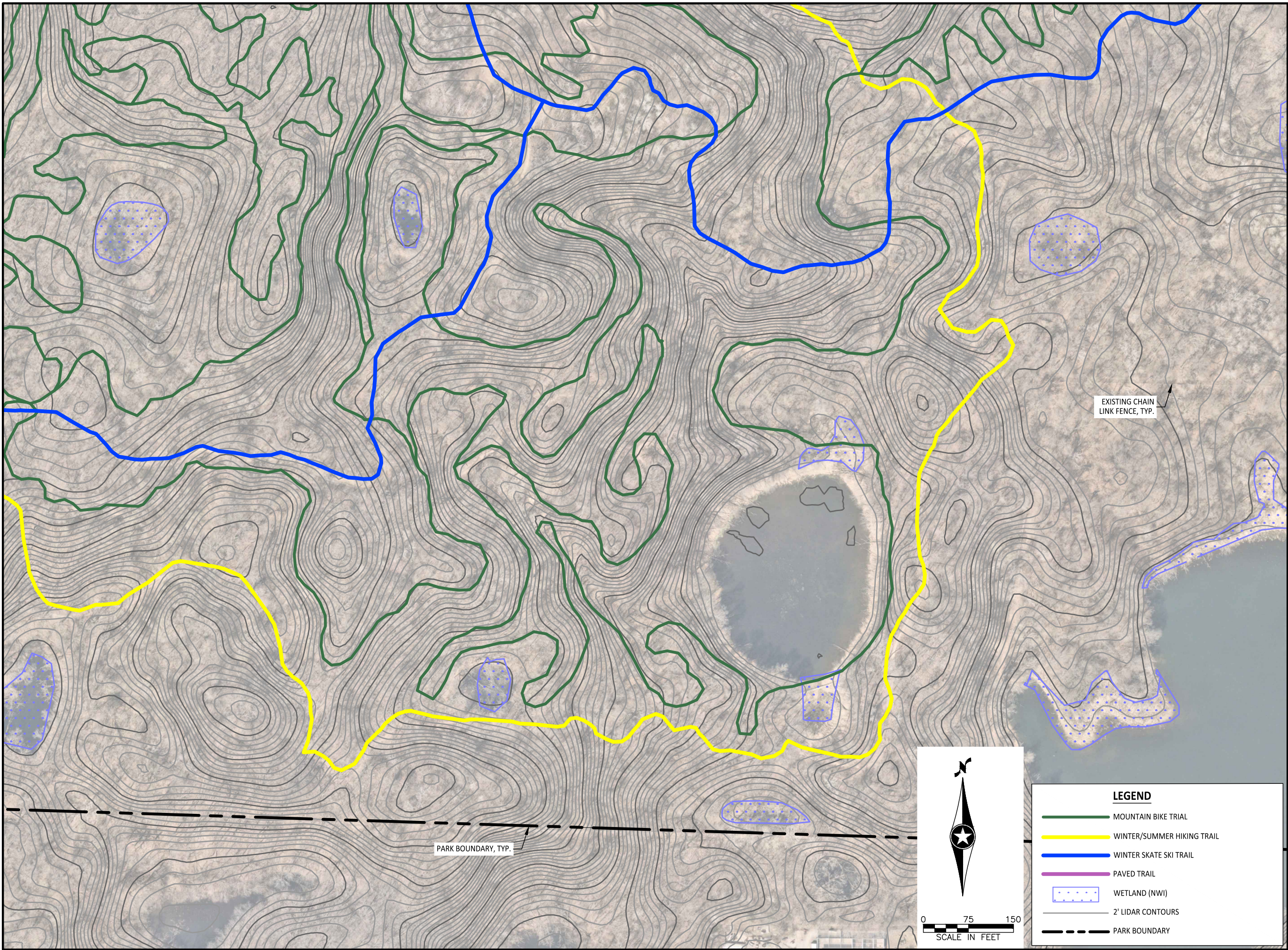
DESIGNED BY: TIM WEGNER

CHECKED BY: JONATHAN FILLMORE

COMM. NO. 18280

LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
WEST SEGMENT EXISTING CONDITIONS ENLARGEMENT
 PLAN 3

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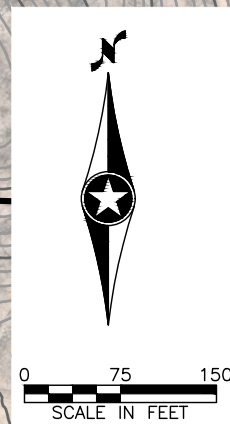


EXISTING CHAIN
LINK FENCE, TYP.

PARK BOUNDARY, TYP.

LEGEND

- MOUNTAIN BIKE TRIAL
- WINTER/SUMMER HIKING TRAIL
- WINTER SKATE SKI TRAIL
- PAVED TRAIL
- WETLAND (NWI)
- 2' LIDAR CONTOURS
- - - PARK BOUNDARY



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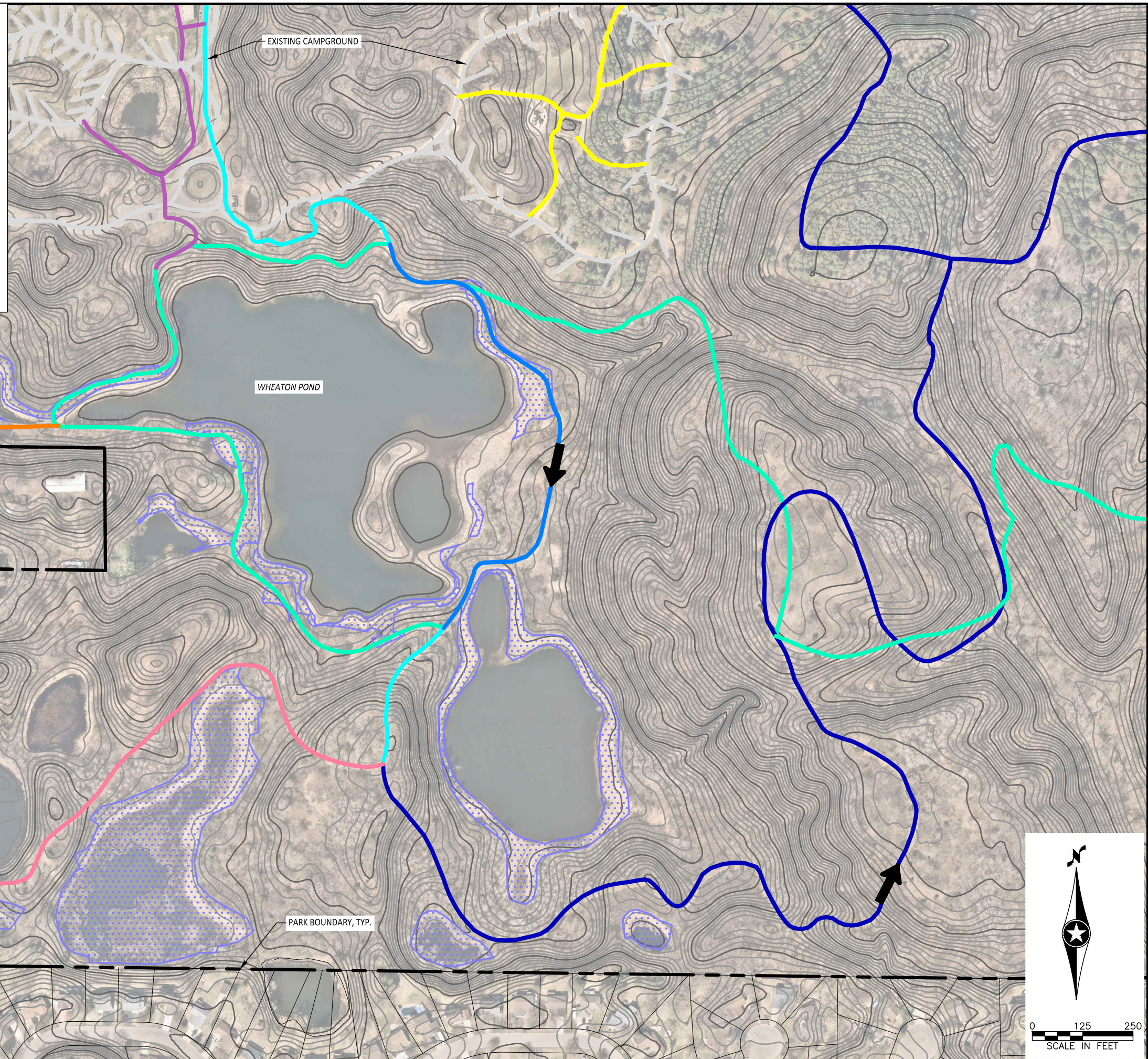
CHECKED BY JONATHAN FILLMORE

COMM. NO. 18280

LEBANON HILLS REGIONAL PARK
 TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
 WEST SEGMENT EXISTING CONDITIONS ENLARGEMENT
 PLAN 4

LEGEND

-  WINTER/SUMMER HIKING TRAIL
-  SUMMER HIKING TRAIL
-  WINTER SKI TRAIL
-  WINTER SKI TRAIL AND SUMMER HIKING TRAIL
-  WINTER SKI TRAIL AND SUMMER EQUESTRIAN TRAIL
-  SUMMER EQUESTRIAN TRAIL
-  PAVED TRAIL
-  NATURAL SURFACE MAINTENANCE ROAD
-  PARK ROAD
-  SKI TRAIL DIRECTION
-  WETLAND (NWI)
-  2' LIDAR CONTOURS
-  PARK BOUNDARY



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REVISIONS

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LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
DAKOTA COUNTY, MN
MIDDLE SEGMENT EXISTING CONDITIONS
ENLARGEMENT PLAN 2

SHEET

10 OF 31

WEST SEGMENT TRAIL NOTES

1. REFER TO SHEET 2 FOR GENERAL CONSTRUCTION/TRAIL NOTES.
2. BUCKTHORN AND HAZARD TREES REMOVAL IN WEST SEGMENT IS SCHEDULED FOR WINTER OF 2026-2027 UNDER SEPARATE RESTORATION CONTRACT. TRAIL CONSTRUCTION IN WEST SEGMENT SHALL BEGIN IN SPRING 2027 AFTER BUCKTHORN AND HAZARD TREE REMOVAL IS COMPLETED.

ALTERNATE BID ITEM 1 - WEST SEGMENT EXISTING TRAIL MAINTENANCE

1. CONTRACTOR SHALL PERFORM TRAIL MAINTENANCE PER SPECIFICATIONS ON ALL WEST SEGMENT EXISTING HIKING TRAILS TO REMAIN.

PERIMETER EROSION CONTROL NOTE

SEDIMENT CONTROL LOGS ARE SHOWN ON THE PLANS ONLY AT CRITICAL EROSION AREAS. HOWEVER, SEDIMENT CONTROL IS REQUIRED ALONG ALL DOWNGRADE TRAIL CONSTRUCTION AREAS, EVEN WHERE NOT EXPLICITLY SHOWN ON THE PLANS. THE CONTRACTOR SHALL RELOCATE SEDIMENT CONTROL LOGS WITHIN THE PROJECT LIMITS AS AREAS ARE RESTORED. THE EXPECTATION IS THAT SEDIMENT CONTROL LOGS WILL BE RELOCATED AS TRAIL CONSTRUCTION PROGRESSES. NO ADDITIONAL PAYMENT WILL BE MADE FOR REMOVAL AND REINSTALLING SEDIMENT CONTROL LOGS WHEN THEY ARE RELOCATED. REFER TO THE GENERAL NOTES ON SHEET 2 AND THE SWPPP FOR ADDITIONAL EROSION CONTROL REQUIREMENTS.

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LEBANON HILLS REGIONAL PARK
 TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
 WEST SEGMENT OVERALL LAYOUT PLAN

SHEET

13 OF 31

WEST SEGMENT LAYOUT ENLARGEMENT PLAN 2 SEE SHEET 15

WEST SEGMENT LAYOUT ENLARGEMENT PLAN 1 SEE SHEET 14

WEST SEGMENT LAYOUT ENLARGEMENT PLAN 3 SEE SHEET 16

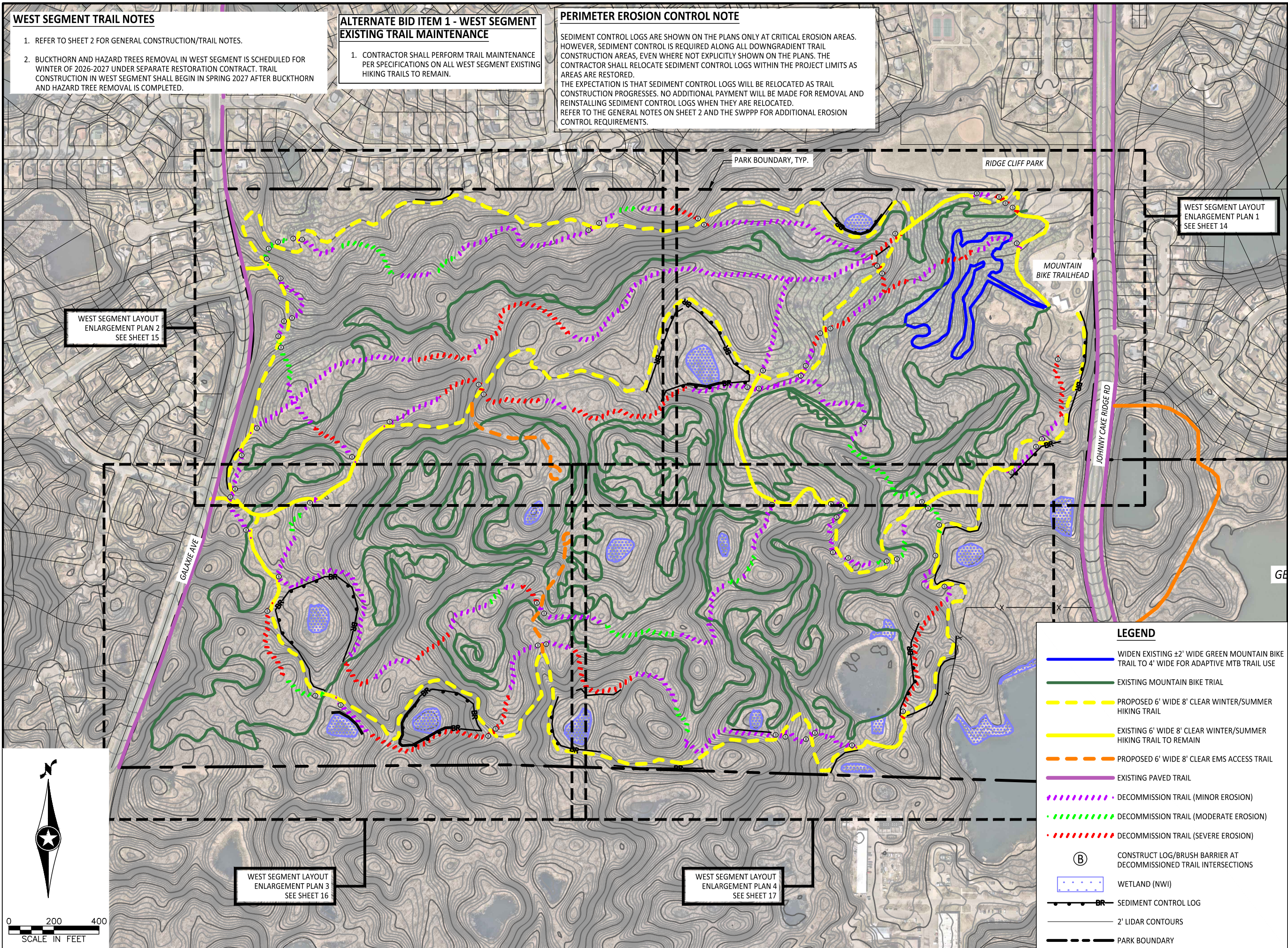
WEST SEGMENT LAYOUT ENLARGEMENT PLAN 4 SEE SHEET 17

LEGEND

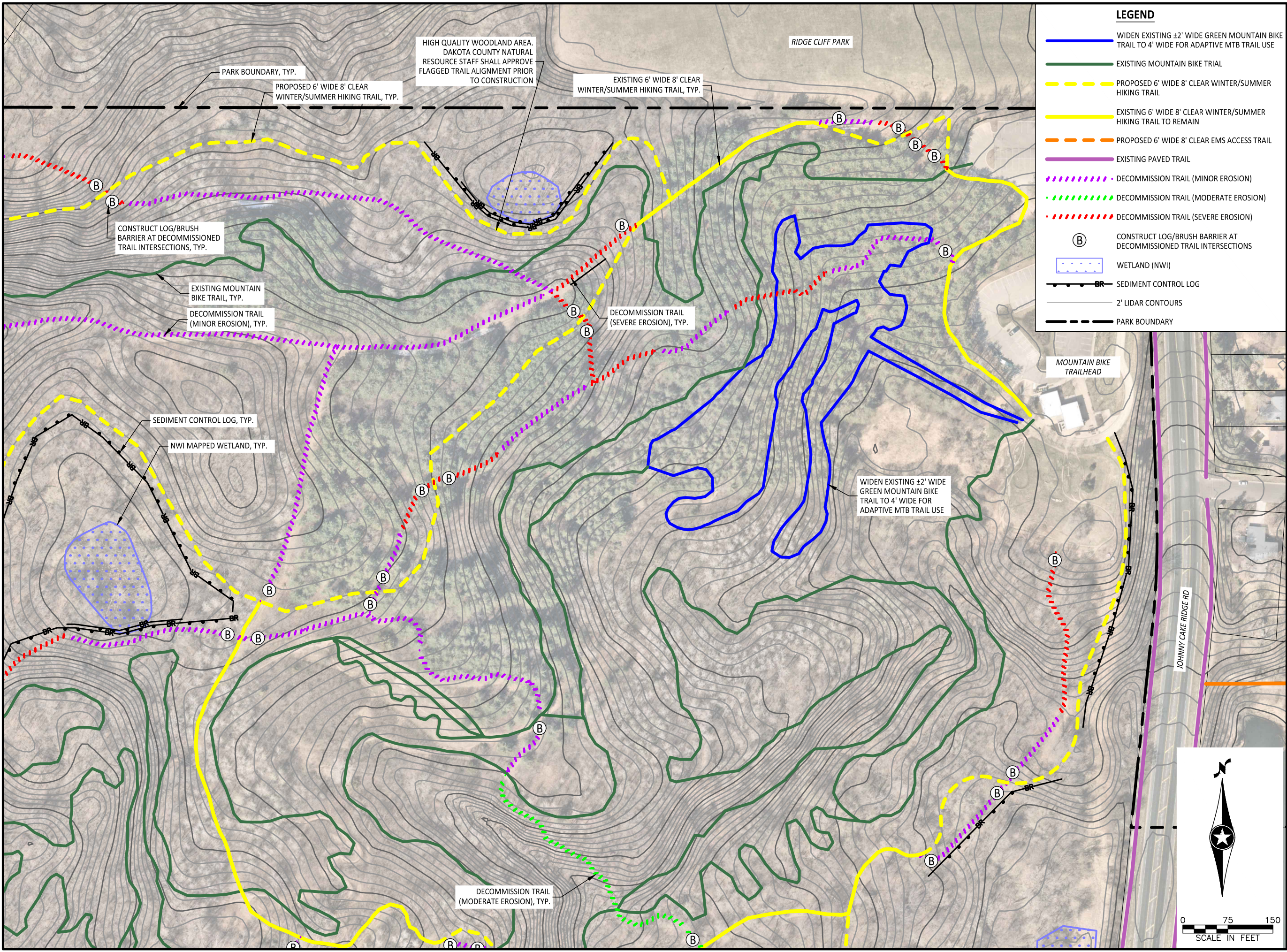
- WIDEN EXISTING ±2' WIDE GREEN MOUNTAIN BIKE TRAIL TO 4' WIDE FOR ADAPTIVE MTB TRAIL USE
- EXISTING MOUNTAIN BIKE TRAIL
- PROPOSED 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL
- EXISTING 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL TO REMAIN
- PROPOSED 6' WIDE 8' CLEAR EMS ACCESS TRAIL
- EXISTING PAVED TRAIL
- DECOMMISSION TRAIL (MINOR EROSION)
- DECOMMISSION TRAIL (MODERATE EROSION)
- DECOMMISSION TRAIL (SEVERE EROSION)
- CONSTRUCT LOG/BRUSH BARRIER AT DECOMMISSIONED TRAIL INTERSECTIONS
- WETLAND (NWI)
- SEDIMENT CONTROL LOG
- 2' LIDAR CONTOURS
- PARK BOUNDARY

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SCALE IN FEET

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LEGEND

- WIDEN EXISTING ±2' WIDE GREEN MOUNTAIN BIKE TRAIL TO 4' WIDE FOR ADAPTIVE MTB TRAIL USE
- EXISTING MOUNTAIN BIKE TRAIL
- - - PROPOSED 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL
- EXISTING 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL TO REMAIN
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- - - DECOMMISSION TRAIL (SEVERE EROSION)
- B CONSTRUCT LOG/BRUSH BARRIER AT DECOMMISSIONED TRAIL INTERSECTIONS
- WETLAND (NW1)
- - - BR SEDIMENT CONTROL LOG
- 2' LIDAR CONTOURS
- - - PARK BOUNDARY



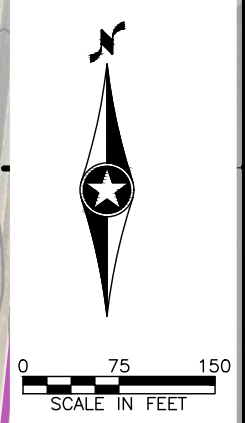
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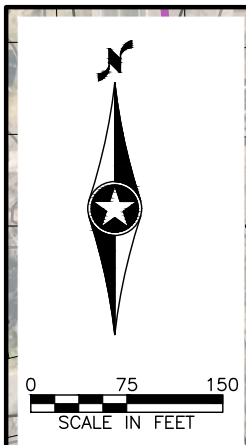
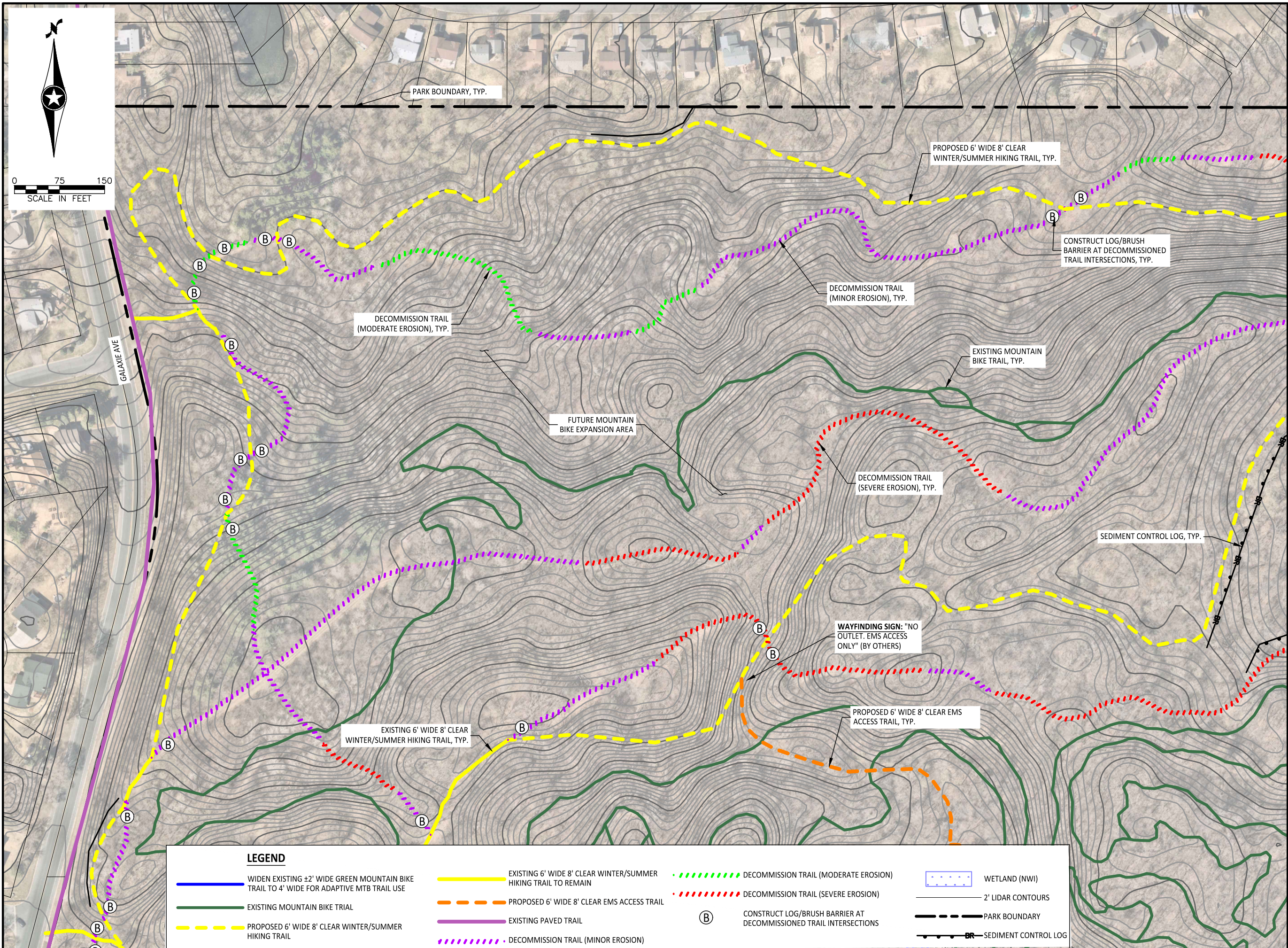
REVISIONS

NO.	DATE	BY	CHKD	APPR

DRAWN BY: NATHAN SWATZ
 DESIGNED BY: TIM WEGNER
 CHECKED BY: JONATHAN FILLMORE
 COMM. NO.: 18280



LEBANON HILLS REGIONAL PARK
 TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
 WEST SEGMENT LAYOUT ENLARGEMENT PLAN 1



LEGEND	
	WIDEN EXISTING ±2' WIDE GREEN MOUNTAIN BIKE TRAIL TO 4' WIDE FOR ADAPTIVE MTB TRAIL USE
	EXISTING MOUNTAIN BIKE TRAIL
	PROPOSED 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL
	EXISTING 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL TO REMAIN
	PROPOSED 6' WIDE 8' CLEAR EMS ACCESS TRAIL
	EXISTING PAVED TRAIL
	DECOMMISSION TRAIL (MINOR EROSION)
	DECOMMISSION TRAIL (MODERATE EROSION)
	DECOMMISSION TRAIL (SEVERE EROSION)
	CONSTRUCT LOG/BRUSH BARRIER AT DECOMMISSIONED TRAIL INTERSECTIONS
	WETLAND (NWI)
	2' LIDAR CONTOURS
	PARK BOUNDARY
	SEDIMENT CONTROL LOG

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DESIGNED BY: TIM WEGNER

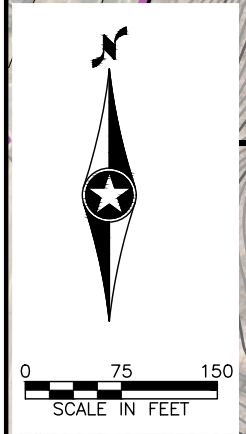
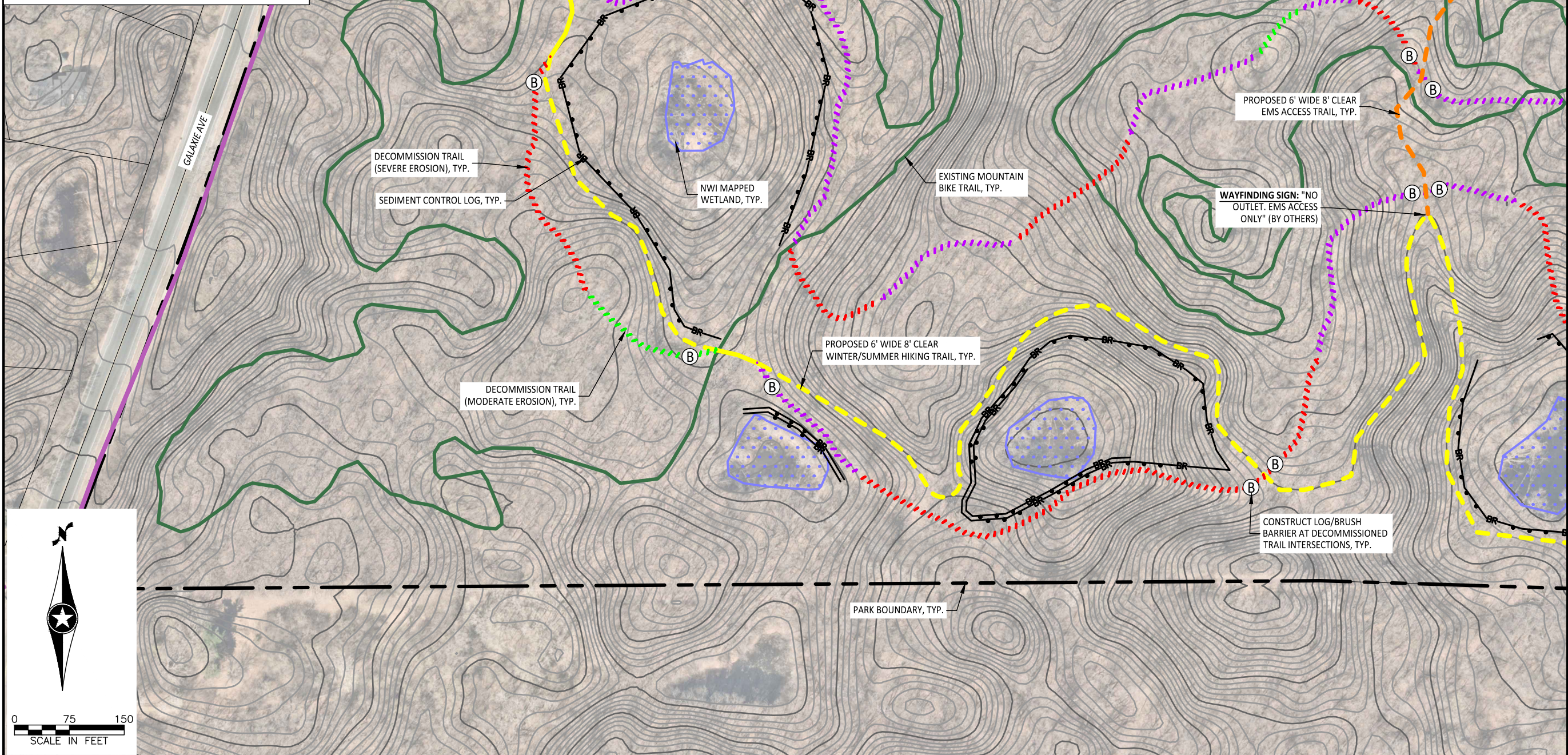
CHECKED BY: JONATHAN FILLMORE

COMM. NO.: 18280

LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
WEST SEGMENT LAYOUT ENLARGEMENT PLAN 2

LEGEND

-  WIDEN EXISTING ±2' WIDE GREEN MOUNTAIN BIKE TRAIL TO 4' WIDE FOR ADAPTIVE MTB TRAIL USE
-  EXISTING MOUNTAIN BIKE TRAIL
-  PROPOSED 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL
-  EXISTING 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL TO REMAIN
-  PROPOSED 6' WIDE 8' CLEAR EMS ACCESS TRAIL
-  EXISTING PAVED TRAIL
-  DECOMMISSION TRAIL (MINOR EROSION)
-  DECOMMISSION TRAIL (MODERATE EROSION)
-  DECOMMISSION TRAIL (SEVERE EROSION)
-  CONSTRUCT LOG/BRUSH BARRIER AT DECOMMISSIONED TRAIL INTERSECTIONS
-  WETLAND (NWI)
-  SEDIMENT CONTROL LOG
-  2' LIDAR CONTOURS
-  PARK BOUNDARY



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LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
WEST SEGMENT LAYOUT ENLARGEMENT PLAN 3

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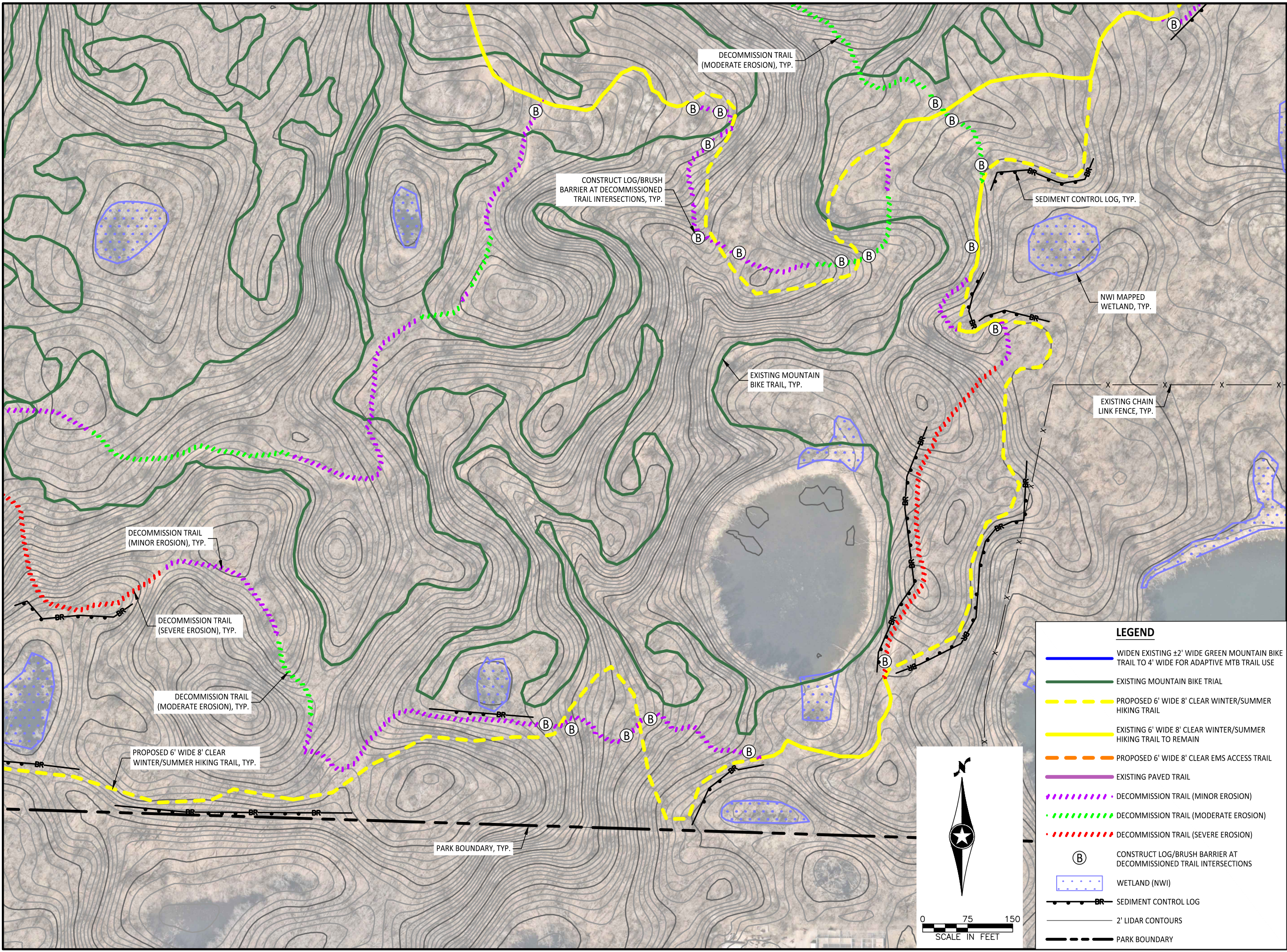
DESIGNED BY: TIM WEGNER

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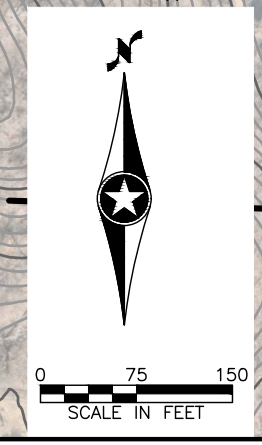
LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
DAKOTA COUNTY, MN
WEST SEGMENT LAYOUT ENLARGEMENT PLAN 4

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LEGEND

- WIDEN EXISTING ±2' WIDE GREEN MOUNTAIN BIKE TRAIL TO 4' WIDE FOR ADAPTIVE MTB TRAIL USE
- EXISTING MOUNTAIN BIKE TRAIL
- - - - PROPOSED 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL
- EXISTING 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL TO REMAIN
- - - - PROPOSED 6' WIDE 8' CLEAR EMS ACCESS TRAIL
- EXISTING PAVED TRAIL
- - - - DECOMMISSION TRAIL (MINOR EROSION)
- - - - DECOMMISSION TRAIL (MODERATE EROSION)
- - - - DECOMMISSION TRAIL (SEVERE EROSION)
- B CONSTRUCT LOG/BRUSH BARRIER AT DECOMMISSIONED TRAIL INTERSECTIONS
- · · · WETLAND (NWI)
- - - - SEDIMENT CONTROL LOG
- 2' LIDAR CONTOURS
- - - - PARK BOUNDARY



PERIMETER EROSION CONTROL NOTE

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THE EXPECTATION IS THAT SEDIMENT CONTROL LOGS WILL BE RELOCATED AS TRAIL CONSTRUCTION PROGRESSES. NO ADDITIONAL PAYMENT WILL BE MADE FOR REMOVAL AND REINSTALLING SEDIMENT CONTROL LOGS WHEN THEY ARE RELOCATED. REFER TO THE GENERAL NOTES ON SHEET 2 AND THE SWPPP FOR ADDITIONAL EROSION CONTROL REQUIREMENTS.

ALTERNATE BID ITEM 2 - MIDDLE SEGMENT EXISTING TRAIL MAINTENANCE

1. CONTRACTOR SHALL PERFORM TRAIL MAINTENANCE PER SPECIFICATIONS ON ALL MIDDLE SEGMENT EXISTING HIKING AND SKI TRAILS TO REMAIN.

MIDDLE SEGMENT TRAIL NOTES

- REFER TO SHEET 2 FOR GENERAL CONSTRUCTION/TRAIL NOTES.
- BUCKTHORN IN MIDDLE SEGMENT HAS BEEN COMPLETED IN SOME AREAS OF THE SEGMENT. CONTRACTOR SHALL EXPECT BUCKTHORN CLEARING TO CONSTRUCT TRAIL. REMOVED BUCKTHORN FROM TRAIL CONSTRUCTION SHALL BE USED FOR TRAIL DECOMMISSIONING. ANY EXCESS BRUSH SHALL BE HANDLED IN ACCORDANCE WITH SPECIFICATIONS. CLEARING OF WOODY BRUSH/TREE VEGETATION TO CONSTRUCT TRAIL IS INCIDENTAL TO TRAIL CONSTRUCTION.
- HAZARD TREE REMOVAL IN MIDDLE SEGMENT IS SCHEDULED FOR WINTER OF 2027-2028 UNDER SEPARATE RESTORATION CONTRACT.
- SKI TRAILS SHALL HAVE MINIMUM CENTERLINE RADIUS OF 50' FOR GROOMING EQUIPMENT.



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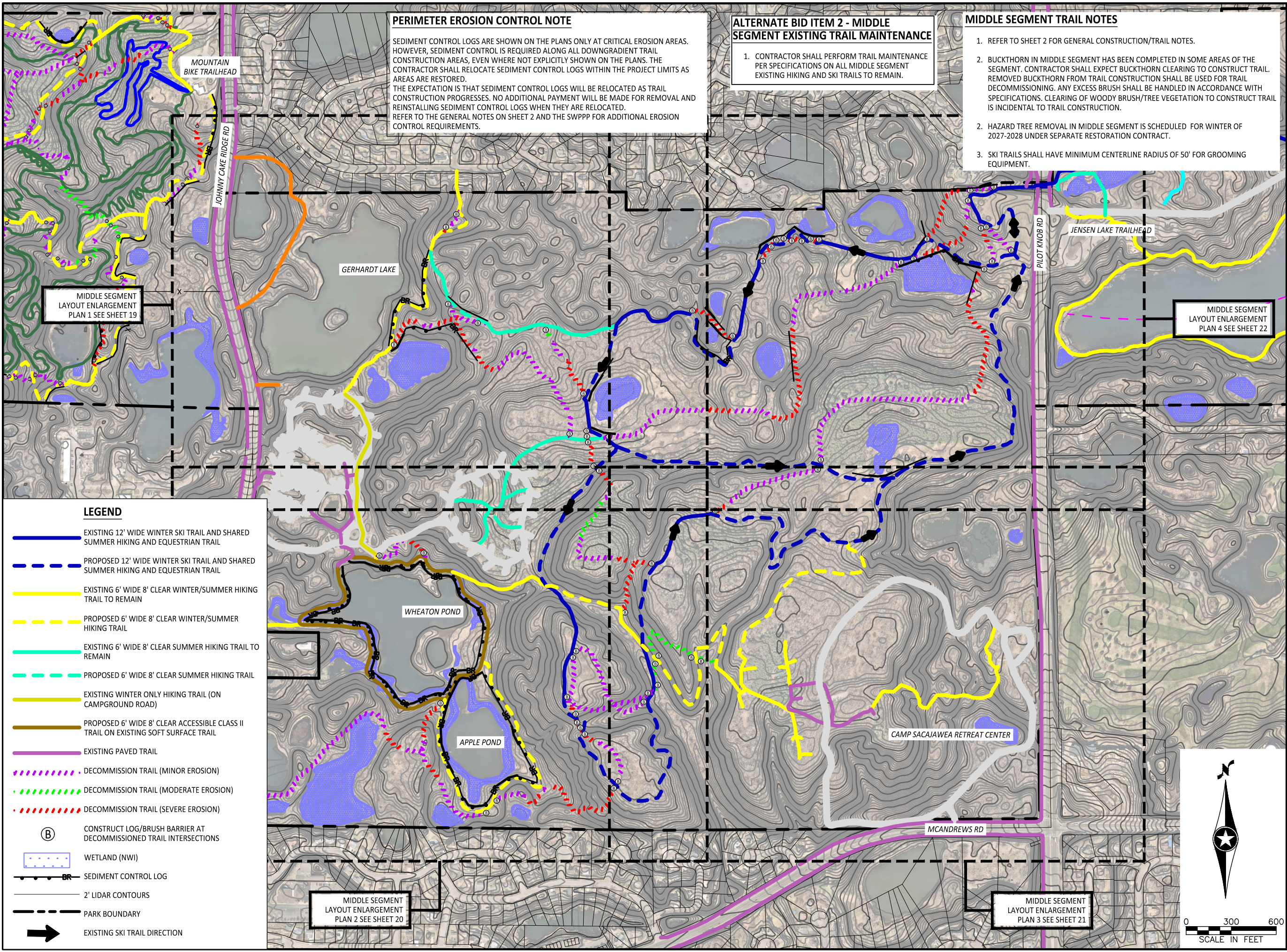
REVISIONS

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LEBANON HILLS REGIONAL PARK
 TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
 MIDDLE SEGMENT OVERALL LAYOUT PLAN

SHEET
 18 OF 31



MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 1 SEE SHEET 19

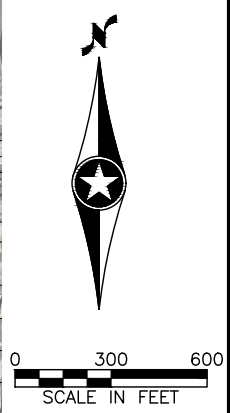
MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 4 SEE SHEET 22

MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 2 SEE SHEET 20

MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 3 SEE SHEET 21

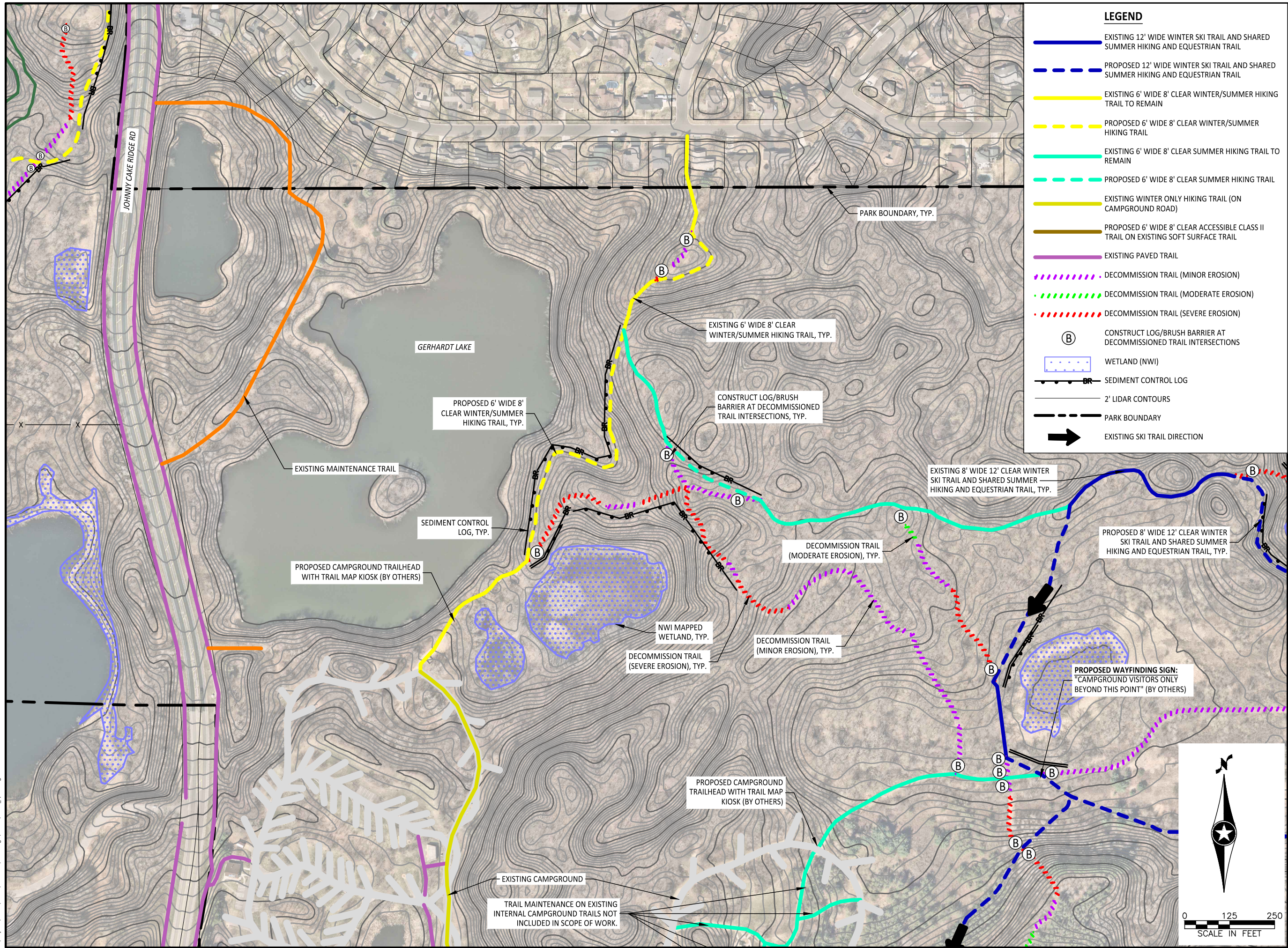
LEGEND

- EXISTING 12' WIDE WINTER SKI TRAIL AND SHARED SUMMER HIKING AND EQUESTRIAN TRAIL
- PROPOSED 12' WIDE WINTER SKI TRAIL AND SHARED SUMMER HIKING AND EQUESTRIAN TRAIL
- EXISTING 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL TO REMAIN
- PROPOSED 6' WIDE 8' CLEAR WINTER/SUMMER HIKING TRAIL
- EXISTING 6' WIDE 8' CLEAR SUMMER HIKING TRAIL TO REMAIN
- PROPOSED 6' WIDE 8' CLEAR SUMMER HIKING TRAIL
- EXISTING WINTER ONLY HIKING TRAIL (ON CAMPGROUND ROAD)
- PROPOSED 6' WIDE 8' CLEAR ACCESSIBLE CLASS II TRAIL ON EXISTING SOFT SURFACE TRAIL
- EXISTING PAVED TRAIL
- DECOMMISSION TRAIL (MINOR EROSION)
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- CONSTRUCT LOG/BRUSH BARRIER AT DECOMMISSIONED TRAIL INTERSECTIONS
- WETLAND (NWI)
- SEDIMENT CONTROL LOG
- 2' LIDAR CONTOURS
- PARK BOUNDARY
- EXISTING SKI TRAIL DIRECTION



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LEGEND

- EXISTING 12' WIDE WINTER SKI TRAIL AND SHARED SUMMER HIKING AND EQUESTRIAN TRAIL
- - - PROPOSED 12' WIDE WINTER SKI TRAIL AND SHARED SUMMER HIKING AND EQUESTRIAN TRAIL
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PRINT NAME: JONATHAN W. FILLMORE

SIGNATURE: *Jonathan Fillmore*

DATE: 4/1/2026

LICENSE #: 58679

REVISIONS

NO.	DATE	BY	CHKD	APPR

DRAWN BY: NATHAN SWATZ

DESIGNED BY: TIM WEGNER

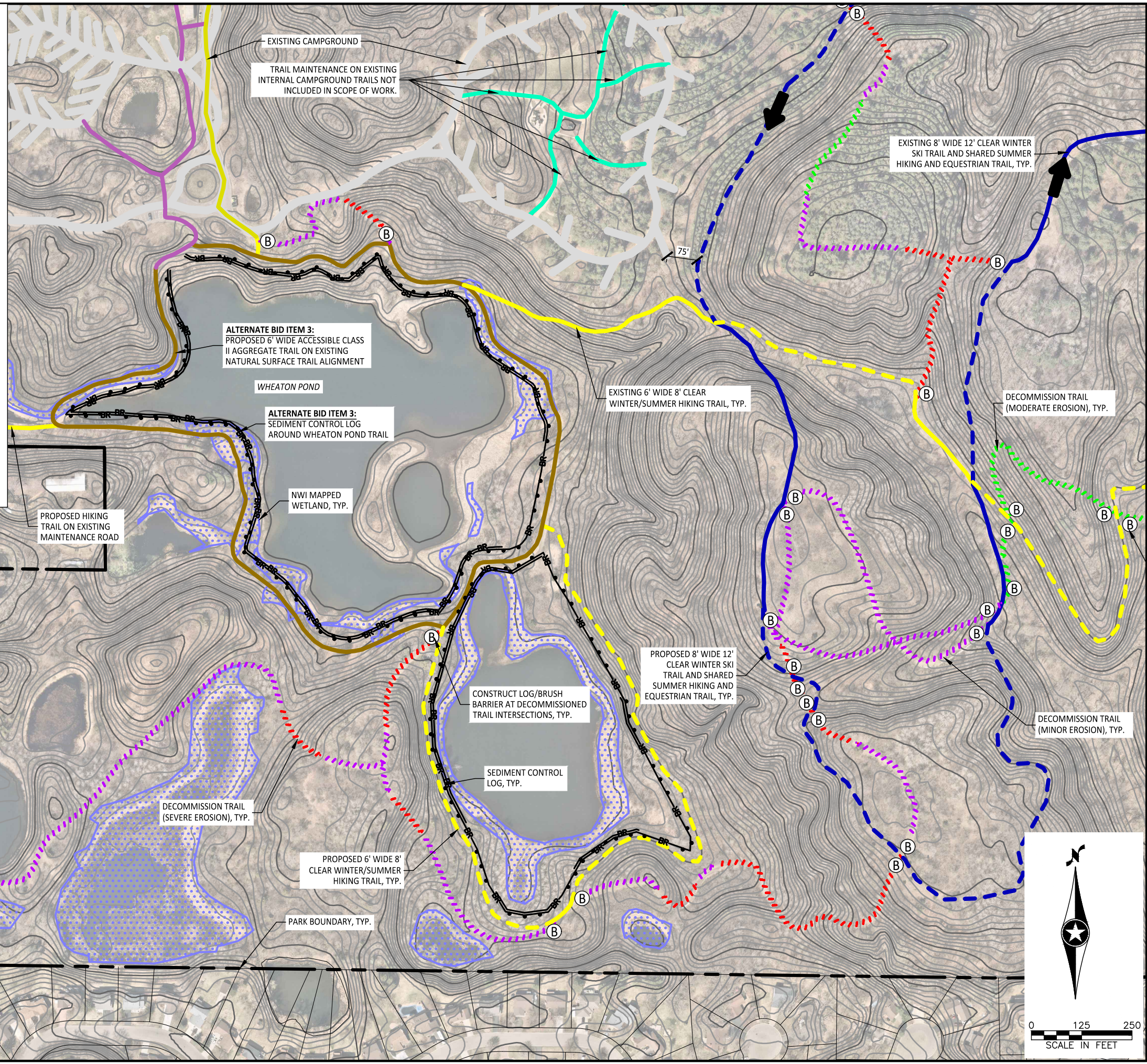
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LEBANON HILLS REGIONAL PARK
 TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
 MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 1

LEGEND

- EXISTING 12' WIDE WINTER SKI TRAIL AND SHARED SUMMER HIKING AND EQUESTRIAN TRAIL
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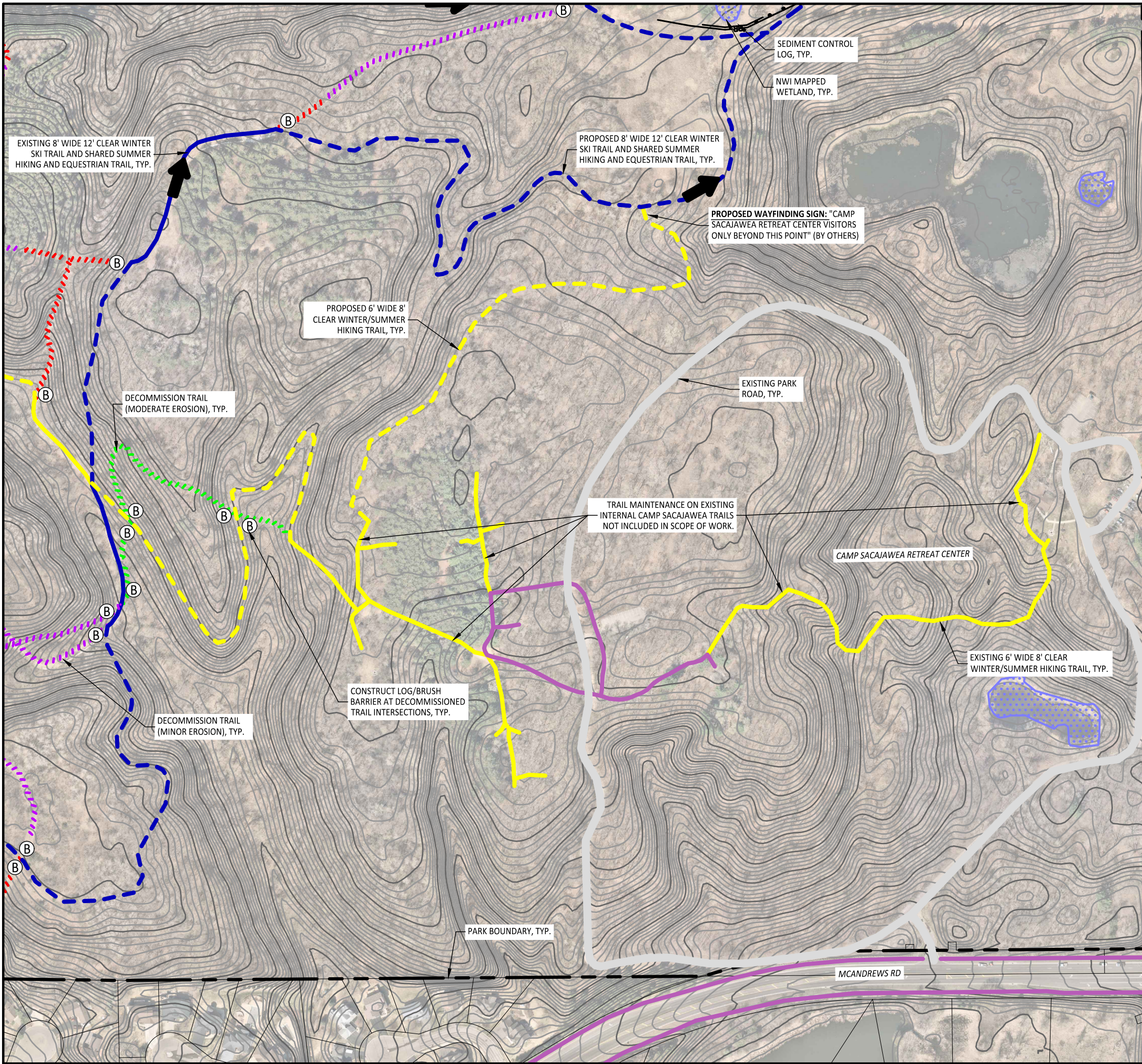
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NO.	DATE	BY	CHKD	APPR

DRAWN BY: NATHAN SWATZ
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LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 2

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Dakota
COUNTY
forever wild
PARKS

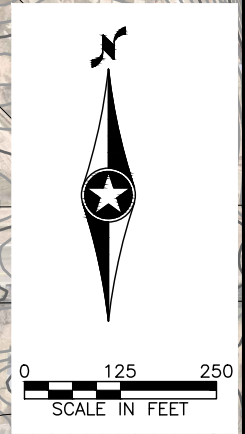
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LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN
MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 3

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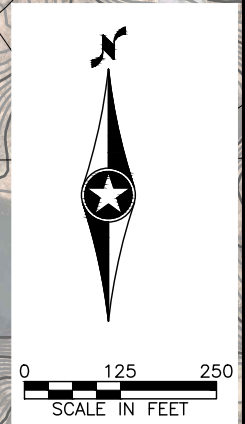
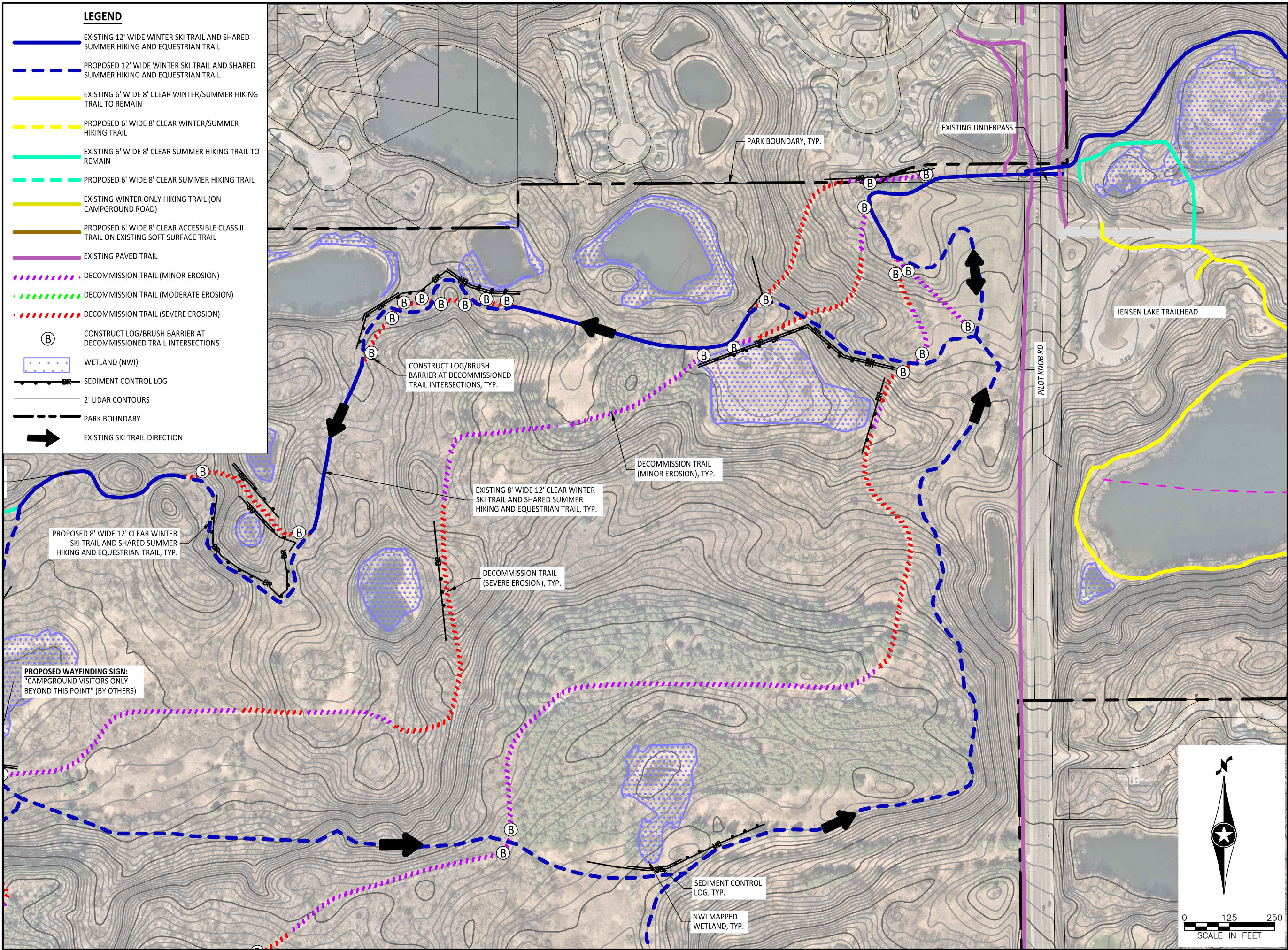
LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS

DAKOTA COUNTY, MN

MIDDLE SEGMENT LAYOUT ENLARGEMENT PLAN 4

SHEET

22 OF 31



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STORM WATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE (SHEET 2 OF 4)

GENERAL SWPPP NOTES FOR CONSTRUCTION ACTIVITY

1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL ASPECTS OF THE NPDES CONSTRUCTION STORMWATER PERMIT AT ALL TIMES UNTIL THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA WEBSITE USING E-SERVICES. THE CONTRACTOR SHALL DEVELOP A CHAIN OF COMMAND WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP SHALL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE, THE ENTIRE SITE HAS UNDERGONE FINAL STABILIZATION, AND THE NOTICE OF TERMINATION (NOT) HAS BEEN SUBMITTED TO THE MPCA. THE SWPPP MUST BE AVAILABLE ON SITE, OR ELECTRONICALLY, DURING NORMAL WORKING HOURS WITH PERSONNEL WHO HAVE OPERATIONAL CONTROL OVER THE APPLICABLE PORTION OF THE SITE, INCLUDING ALL CHANGES TO THE SWPPP, INSPECTIONS, AND MAINTENANCE RECORDS.
 2. THE CONTRACTOR SHALL PREPARE A WRITTEN, NOT ORAL, WEEKLY SCHEDULE OF PROPOSED EROSION CONTROL ACTIVITIES FOR THE PROJECT ENGINEER'S APPROVAL AS PER MNDOT SPEC. 1717.2.
 3. BURNING OF ANY MATERIAL IS NOT ALLOWED WITHIN PROJECT BOUNDARY.
 4. THE CONTRACTOR SHALL PLACE STABILIZED CONSTRUCTION EXITS, AS NECESSARY, TO PREVENT TRACKING OF SEDIMENT ONTO PAVED SURFACES AND IN COMPLIANCE WITH THE NPDES PERMIT. STABILIZED CONSTRUCTION EXITS SHALL BE SUFFICIENTLY SIZED AND MAINTAINED TO PREVENT TRACK OUT. STABILIZED CONSTRUCTION EXITS SHALL BE INCIDENTAL.
 5. ALL TOPSOIL IN DISTURBED AREAS SHALL BE REMOVED AND STOCKPILED FOR LATER PLACEMENT. AVOID COMPACTION AS MUCH AS IS FEASIBLE IN ALL AREAS WHERE COMPACTION IS NOT REQUIRED FOR CONSTRUCTION. COMPACTION SHALL BE AVOIDED IN ALL AREAS DESIGNATED FOR INFILTRATION.
 6. DO NOT DISTURB AREAS OUTSIDE OF THE CONSTRUCTION LIMITS. DELINEATE AREAS NOT TO BE DISTURBED PRIOR TO STARTING GROUND DISTURBING ACTIVITIES. IF IT BECOMES NECESSARY TO DISTURB AREAS OUTSIDE OF THE CONSTRUCTION LIMITS OBTAIN WRITTEN PERMISSION PRIOR TO PROCEEDING. PRESERVE ALL BUFFERS (IF ANY) SHOWN ON THE PLANS.
 7. DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS AND ROUTE STORMWATER AROUND UNSTABILIZED AREAS OF THE SITE WHENEVER POSSIBLE. PROVIDE EROSION CONTROL AND VELOCITY DISSIPATION DEVICES AS NEEDED TO PREVENT EROSION AND NUISANCE CONDITIONS.
 8. PROVIDE STABILIZATION IN ANY TRENCHES CUT FOR DEWATERING OR SITE DRAINING PURPOSES.
 9. TEMPORARY DEWATERING ACTIVITIES MAY BE REQUIRED. THEREFORE, IT IS POSSIBLE THAT A PERMIT FOR THE TEMPORARY APPROPRIATION OF WATERS OF THE STATE FROM MNDNR SHALL BE REQUIRED FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THIS PERMIT IF REQUIRED (FORMS ARE AVAILABLE FROM THE MNDNR WEBSITE). ALL TEMPORARY DEWATERING SHALL BE DISCHARGED TO AN APPROVED LOCATION FOR TREATMENT PRIOR TO DISCHARGE TO THE RECEIVING WATER. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT SITE MANAGEMENT PLANS TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO COMMENCING WORK ACCORDING TO SPEC 1717.2. TEMPORARY DEWATERING SHALL BE INCIDENTAL.
 10. BASIN DRAINING ACTIVITIES OF TURBID OR SEDIMENT LADEN WATER SHALL BE DISCHARGED TO TEMPORARY SEDIMENT BASINS WHENEVER POSSIBLE. IN THE EVENT THAT IT IS NOT POSSIBLE TO DISCHARGE THE SEDIMENT LADEN WATER TO A TEMPORARY SEDIMENT BASIN THE WATER SHALL BE TREATED SO THAT IT DOES NOT CAUSE A NUISANCE CONDITION IN THE RECEIVING WATERS OR TO DOWNSTREAM LANDOWNERS.
- IT IS NOT ANTICIPATED THAT POLYMERS, FLOCCULANTS OR OTHER SEDIMENTATION TREATMENT CHEMICALS SHALL BE USED. HOWEVER, IF THE USE OF SUCH CHEMICALS BECOMES NECESSARY TO COMPLY WITH PERMIT REQUIREMENTS, IT SHALL BE IN ACCORDANCE WITH THE NPDES PERMIT.

POLLUTION PREVENTION NOTES

- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS REGARDING POLLUTION PREVENTION MANAGEMENT DURING CONSTRUCTION, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, PROVIDING THE FOLLOWING (ITEMS LISTED ARE INCIDENTAL):
- A. WASHOUT AREAS FOR CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS FOR USE BY ALL SUBCONTRACTORS AND MATERIAL TESTING PERSONNEL. LOCATION OF WASHOUT AREAS SHALL BE IDENTIFIED BY SIGNAGE AND SHALL BE AT LEAST 200 FT FROM SITE MANAGEMENT PLAN REQUIREMENT AREAS (IF APPLICABLE) OR AREAS OF ENVIRONMENTAL SENSITIVITY, AND UTILIZE A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER THAT PREVENTS RUNOFF ONTO ADJACENT SOILS. AN ENGINEERED COLLECTION SYSTEM CAN ALSO BE USED IF IT IS APPROVED BY THE PROJECT ENGINEER.
 - B. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE PROJECT ENGINEER FOR A CHEMICAL STORAGE AREA AND SHALL DESIGNATE AN AREA FOR FUELING AND MINOR MAINTENANCE OF CONSTRUCTION VEHICLES (INCLUDING WASHING) WITH MEANS TO CAPTURE ANY FUEL SPILLS. RUNOFF SHALL BE CONTAINED IN A TEMPORARY SEDIMENT BASIN OR OTHER EFFECTIVE CONTROL AND ALL WASTE GENERATED SHALL BE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE.
 - C. SOLID WASTE COLLECTION AND REMOVAL
 - D. SECONDARY CONTAINMENT FOR STORAGE OF HAZARDOUS MATERIALS
 - E. SECURED HAZARDOUS WASTE STORAGE CONTAINERS
 - F. CHEMICAL SPILL KITS (SHALL BE PROVIDED AT EACH LOCATION WHERE CHEMICALS ARE USED OR STORED AND ANY LOCATION WHERE VEHICLES ARE FUELED OR MAINTAINED).
 - G. PORTABLE RESTROOM FACILITIES THAT ARE ANCHORED TO PREVENT TIPPING

POLLUTION PREVENTION NOTES (CONT.)

2. CHEMICALS SHALL BE KEPT IN A SECURE STORAGE AREA WITH RESTRICTED ACCESS IN SEALED CONTAINERS WHEN NOT IN USE. RETURN ALL CHEMICALS TO THE DESIGNATED STORAGE AREA BY THE END OF THE DAY UNLESS INFEASIBLE. CHEMICAL STORAGE CONTAINERS SHALL HAVE SECONDARY CONTAINMENT WHEN BEING USED OR STORED ON THE PROJECT SITE, AND PRODUCTS OR CHEMICALS THAT MAY LEACH POLLUTANTS SHALL BE UNDER COVER (PLASTIC SHEETING OR TEMPORARY ROOF). CHEMICAL SPILLS OF ANY KIND (OIL, FUEL, FERTILIZER, ETC.) SHALL BE CLEANED UP AND REMOVED FROM THE SITE IMMEDIATELY. THE CONTRACTOR SHALL HAVE A SPILL KIT ON SITE AT ALL TIMES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CREATING AND FOLLOWING A WRITTEN DISPOSAL PLAN FOR ALL HAZARDOUS WASTE MATERIALS. THE PLAN SHALL INCLUDE HOW THE MATERIAL SHALL BE DISPOSED OF AND THE LOCATION OF THE DISPOSAL SITE AND SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO WORK ON SITE. LEAKS, SPILLS, OR OTHER RELEASES SHALL BE RESPONDED TO IN ACCORDANCE WITH MPCA SPILL CONTAINMENT AND REMEDIAL ACTION PROCEDURES.
 4. THE CONTRACTOR SHALL USE METHODS AND OPERATIONAL PROCEDURES THAT PREVENT DISCHARGE OR PLACEMENT OF BITUMINOUS GRINDINGS, CUTTINGS, MILLINGS, AND OTHER BITUMINOUS WASTES FROM AREAS OF EXISTING OR FUTURE VEGETATED SOILS, AND ALL WATER CONVEYANCE SYSTEMS, INCLUDING INLETS, DITCHES AND CURB FLOW LINES.
 5. THE CONTRACTOR SHALL USE METHODS AND OPERATIONAL PROCEDURES THAT PREVENT CONCRETE DUST, PARTICLES, SAW CUT SLURRY, PLANING WASTE AND OTHER CONCRETE WASTES FROM LEAVING PUBLIC RIGHT OF WAY, DEPOSITING IN EXISTING OR FUTURE VEGETATED AREAS OR ENTERING STORMWATER CONVEYANCE SYSTEM INCLUDING INLETS AND CURB FLOW LINES. ONSITE RELEASE OF CONCRETE SLURRY IS PERMISSIBLE IF MINNESOTA POLLUTION CONTROL GUIDANCE FOR ROAD CONSTRUCTION CONCRETE SLURRY AND THE REQUIREMENTS OF THE SPECIAL PROVISIONS ARE FOLLOWED.
- EROSION CONTROL SUPERVISOR, INSPECTIONS AND MAINTENANCE NOTES
1. IN ACCORDANCE WITH SPEC. 2573.3 A1, THE CONTRACTOR SHALL PROVIDE A CERTIFIED EROSION CONTROL SUPERVISOR IN GOOD STANDING WHO IS KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPS. PROVIDE PROOF OF CERTIFICATION (UNIVERSITY OF MINNESOTA - CONSTRUCTION SITE MANAGEMENT) AT THE PRECONSTRUCTION MEETING. WORK SHALL NOT BE ALLOWED TO COMMENCE UNTIL PROOF OF CERTIFICATION HAS BEEN PROVIDED. THE EROSION CONTROL SUPERVISOR IS INCIDENTAL.
 2. THE EROSION CONTROL SUPERVISOR SHALL WORK WITH THE PROJECT ENGINEER TO OVERSEE THE IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION, AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMPS BEFORE, DURING AND AFTER CONSTRUCTION UNTIL THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA.
 3. THE EROSION CONTROL SUPERVISOR IS RESPONSIBLE FOR COMPLYING WITH ALL THE INSPECTION AND MAINTENANCE REQUIREMENTS STATED IN THE NPDES PERMIT. INSPECTIONS OF THE ENTIRE CONSTRUCTION SITE SHALL OCCUR A MINIMUM OF ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS (IN NO CASE SHALL THE TIME BETWEEN INSPECTIONS EXCEED 7 DAYS). RAINFALL AMOUNTS SHALL BE OBTAINED USING A PROPERLY MAINTAINED RAIN GAUGE ONSITE OR BY A WEATHER STATION THAT IS WITHIN ONE MILE. THE EROSION CONTROL SUPERVISOR SHALL THOROUGHLY INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS TO ENSURE INTEGRITY AND EFFECTIVENESS OF EACH BMP.
 4. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION SHALL BE RECORDED IN WRITING WITHIN 24 HOURS AND THESE RECORDS SHALL BE RETAINED WITH THE SWPPP. INSPECTION REPORTS SHALL BE SUBMITTED TO THE PROJECT ENGINEER AND SWPPP DESIGNER IN A FORMAT APPROVED BY THE ENGINEER. INSPECTION RECORDS SHALL INCLUDE:
 - A. DATE AND TIME OF INSPECTIONS;
 - B. NAME OF PERSONS CONDUCTING INSPECTIONS;
 - C. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS;
 - D. CORRECTIVE ACTIONS TAKEN INCLUDING DATES, TIMES, AND THE PARTY COMPLETING MAINTENANCE ACTIVITIES;
 - E. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCH IN 24 HOURS;
 - F. LOCATION, DESCRIPTION AND PHOTO OF ANY DISCHARGES OFF THE PROJECT SITE.
 - G. DOCUMENTS AND CHANGES MADE TO THE SWPPP.
 5. THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING INSPECTION AND MAINTENANCE REQUIREMENTS (INSPECTIONS MAY BE REDUCED UNDER CERTAIN CONDITIONS AS COVER IS ESTABLISHED AND CONDITIONS CHANGE AS DESCRIBED IN THE NPDES PERMIT):
 - A. SILT FENCE SHALL BE REPAIRED, REPLACED OR SUPPLEMENTED WHEN IT BECOMES NONFUNCTIONAL OR SEDIMENT REACHES 1/2 THE HEIGHT OF THE SILT FENCE.
 - B. INLET PROTECTION DEVICES SHOULD BE REPAIRED WHEN THEY BECOME NONFUNCTIONAL OR SEDIMENT REACHES 1/2 THE HEIGHT AND/OR DEPTH OF THE DEVICE.
 - C. TEMPORARY SEDIMENT BASINS SHALL HAVE THE SEDIMENT REMOVED ONCE THE SEDIMENT HAS REACHED 1/2 THE STORAGE VOLUME WITHIN 72 HOURS OF DISCOVERY.
 - D. REMOVE ANY SEDIMENT DEPOSITED IN SURFACE WATERS. SEDIMENT SHALL BE REMOVED AND ANY AREA DISTURBED BY THE REMOVAL RESTABILIZED WITHIN 7 DAYS OF DISCOVERY. A SITE MANAGEMENT PLAN IS REQUIRED FOR WORK IN ANY SURFACE WATER AND APPROPRIATE AUTHORITIES SHALL BE CONTACTED PRIOR TO COMMENCING WORK.
 - E. TRACKED SEDIMENT SHALL BE REMOVED WITHIN 24 HOURS OF DISCOVERY OF TRACKING ONTO PAVED SURFACES.
 - F. ALL NONFUNCTIONAL BMPS SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY (UNLESS NOTED OTHERWISE ABOVE).
 - G. REINSTALL AS QUICKLY AS POSSIBLE ANY BMP REMOVED TO ACCOMMODATE SHORT TERM ACTIVITIES.
 - H. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL BMPS UNTIL WORK HAS BEEN COMPLETED, SITE HAS GONE UNDER FINAL STABILIZATION, AND THE NOTICE OF TERMINATION HAS BEEN SUBMITTED TO THE MPCA IN ACCORDANCE WITH THE NPDES PERMIT. SEDIMENT REMOVAL AND MAINTENANCE OF BMPS IS INCIDENTAL.

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DESIGNED BY: TIM WEGNER

CHECKED BY: JONATHAN FILLMORE

COMM. NO. 18280

LEBANON HILLS REGIONAL PARK
 TRAIL SUSTAINABILITY IMPROVEMENTS
 DAKOTA COUNTY, MN

SWPPP - 2 OF 4

SHEET

24 OF 31

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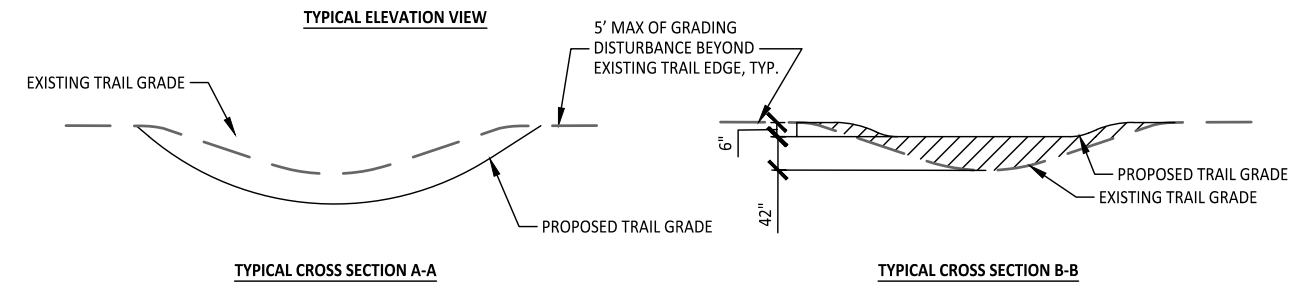
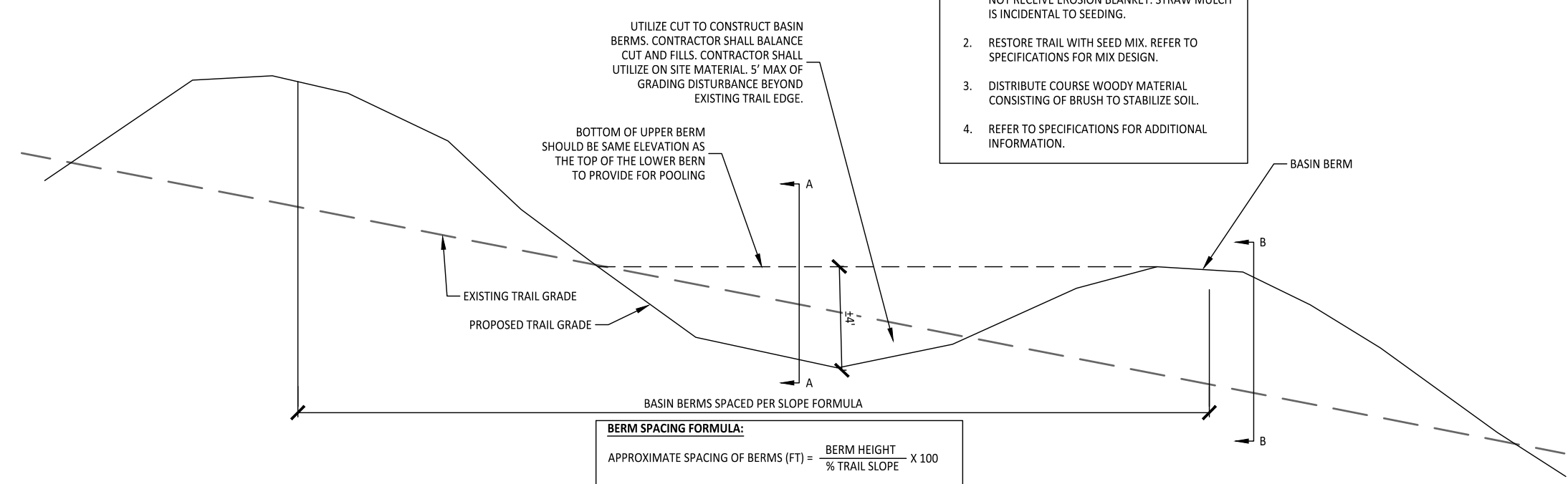
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LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
DAKOTA COUNTY, MN
TYPICAL TRAIL DECOMMISSIONING DETAILS

- NOTE:**
1. INSTALL MNDOT CATEGORY 25 EROSION CONTROL BLANKET ON ALL SLOPES 3:1 OR STEEPER. CONTRACTOR SHALL INSTALL WEED FREE STRAW MULCH TO ALL SLOPES THAT DO NOT RECEIVE EROSION BLANKET. STRAW MULCH IS INCIDENTAL TO SEEDING.
 2. RESTORE TRAIL WITH SEED MIX. REFER TO SPECIFICATIONS FOR MIX DESIGN.
 3. DISTRIBUTE COURSE WOODY MATERIAL CONSISTING OF BRUSH TO STABILIZE SOIL.
 4. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.



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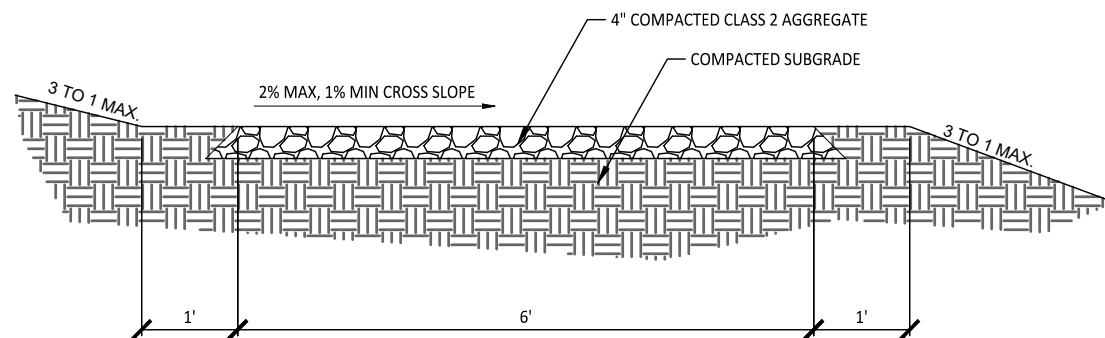
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DESIGNED BY TIM WEGNER

CHECKED BY JONATHAN FILLMORE

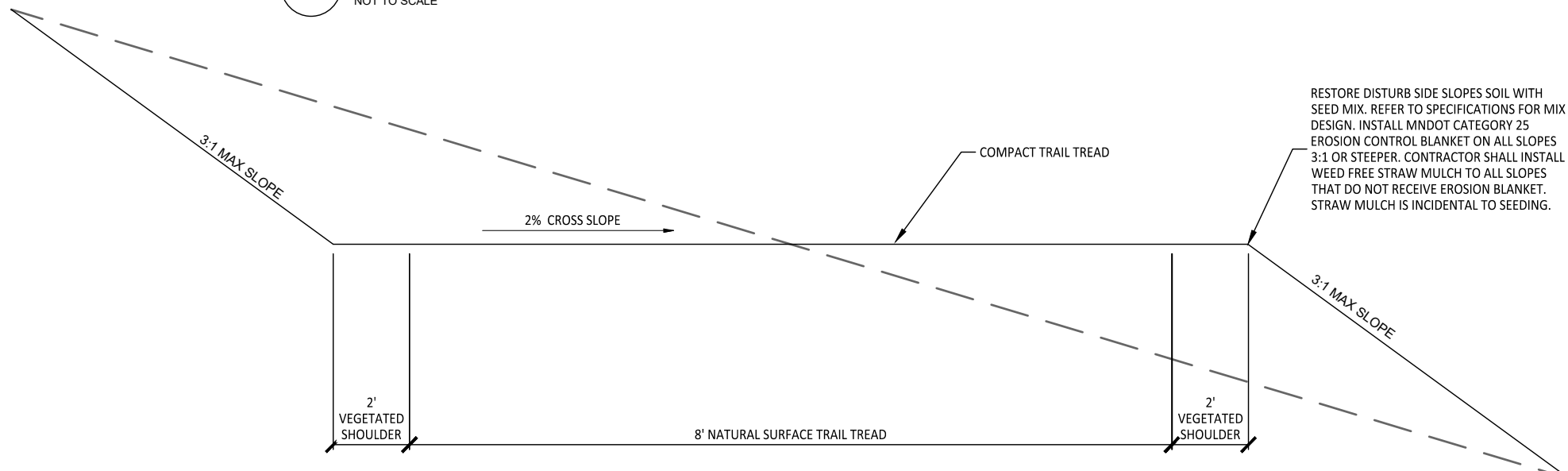
COMM. NO. 18280

LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
DAKOTA COUNTY, MN
PROPOSED TYPICAL TRAIL SECTIONS



NOTE:
CONTRACTOR SHALL PLACE 4" COMPACTED DEPTH CLASS 2 AGGREGATE ON EXISTING TRAIL AROUND WHEATON POND AS SHOWN ON THE PLANS. PRIOR TO CLASS 2 PLACEMENT, CONTRACTOR SHALL REFER TO SPECIFICATION FOR ADDITIONAL INFORMATION.

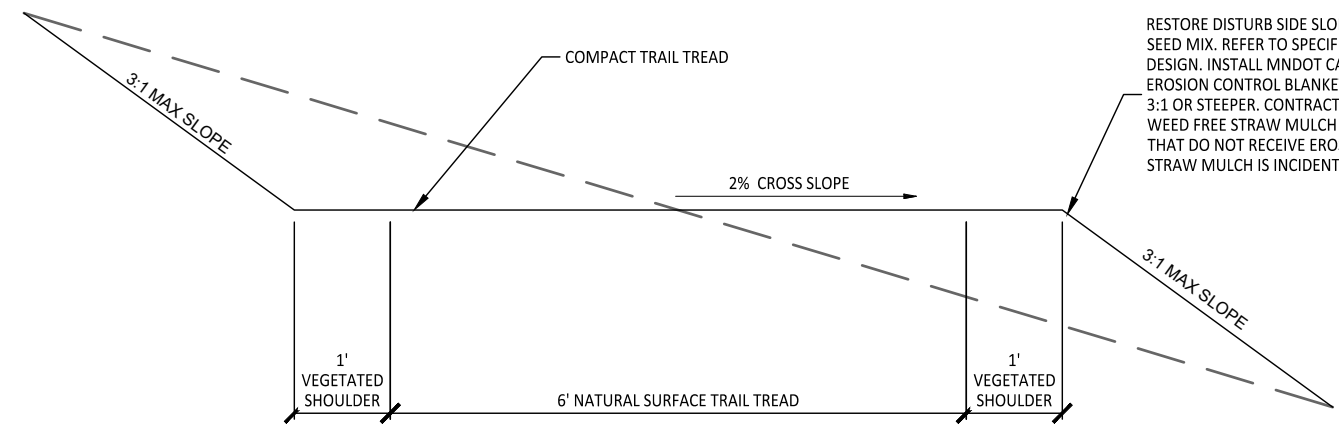
1 ALTERNATE BID ITEM 5: CLASS 2 AGGREGATE TRAIL (WHEATON POND)
NOT TO SCALE



RESTORE DISTURB SIDE SLOPES SOIL WITH SEED MIX. REFER TO SPECIFICATIONS FOR MIX DESIGN. INSTALL MNDOT CATEGORY 25 EROSION CONTROL BLANKET ON ALL SLOPES 3:1 OR STEEPER. CONTRACTOR SHALL INSTALL WEED FREE STRAW MULCH TO ALL SLOPES THAT DO NOT RECEIVE EROSION BLANKET. STRAW MULCH IS INCIDENTAL TO SEEDING.

- NATURAL SURFACE TRAIL CONSTRUCTION NOTES:**
- CONTRACTOR SHALL CONSTRUCT NATURAL SURFACE TRAILS IN ACCORDANCE TO MINNESOTA DEPARTMENT OF NATURAL RESOURCES (MNDNR) TRAIL PLANNING, DESIGN, AND DEVELOPMENT GUIDELINES, US FOREST SERVICE (USFS) OUTDOOR RECREATION ACCESSIBILITY GUIDELINES, AND INTERNATIONAL MOUNTAIN BIKING ASSOCIATION (IMBA) DESIGN GUIDELINES AND STANDARDS.
 - NATURAL SURFACE TRAILS SHALL BE CONSTRUCTED FOLLOWING SUSTAINABLE TRAIL BUILDING PRACTICES INCLUDING BUT NOT LIMITED TO:
 - THE RULE OF HALF.
 - TRAIL CONSTRUCTED ON SIDE HILL WITH MAX TRAIL SLOPE OF 10%.
 - INCLUSION OF GRADE REVERSALS/ROLLING GRADE/ EARTHEN ROLLERS TO SLOW WATER VELOCITY ON TRAIL TREADS.
 - INCLUSION OF KNICKS TO DIVERT WATER OFF TRAIL.
 - ALL TRAILS SHALL AVOID FALL LINE TRAIL ALIGNMENTS.
 - REFER TO SHEET 30FOR SUSTAINABLE TRAIL BUILDING DIAGRAMS/DETAILS.
 - REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS

2 12' WIDE NATURAL SURFACE TRAIL (SKI AND EQUESTRIAN TRAIL)
NOT TO SCALE



RESTORE DISTURB SIDE SLOPES SOIL WITH SEED MIX. REFER TO SPECIFICATIONS FOR MIX DESIGN. INSTALL MNDOT CATEGORY 25 EROSION CONTROL BLANKET ON ALL SLOPES 3:1 OR STEEPER. CONTRACTOR SHALL INSTALL WEED FREE STRAW MULCH TO ALL SLOPES THAT DO NOT RECEIVE EROSION BLANKET. STRAW MULCH IS INCIDENTAL TO SEEDING.

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 - THE RULE OF HALF.
 - TRAIL CONSTRUCTED ON SIDE HILL WITH MAX TRAIL SLOPE OF 10%.
 - INCLUSION OF GRADE REVERSALS/ROLLING GRADE/ EARTHEN ROLLERS TO SLOW WATER VELOCITY ON TRAIL TREADS.
 - INCLUSION OF KNICKS TO DIVERT WATER OFF TRAIL.
 - ALL TRAILS SHALL AVOID FALL LINE TRAIL ALIGNMENTS.
 - REFER TO SHEET 30FOR SUSTAINABLE TRAIL BUILDING DIAGRAMS/DETAILS.
 - REFER TO SPECIFICATION FOR ADDITIONAL REQUIREMENTS.

3 6' WIDE - 8' CLEAR NATURAL SURFACE TRAIL (HIKING TRAIL)
NOT TO SCALE

JONATHAN FILLMORE 4/1/2026 2:36:10 PM
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MAINTAIN SUSTAINABLE GRADES & 10% AVERAGE

THE SLOPE OF A TRAIL IS A KEY COMPONENT TO SUSTAINABLE TRAIL DESIGN. GENERALLY, A SLOPE OVER 10% WILL BE DIFFICULT TO MANAGE TRAIL EROSION UNLESS THE SOIL IS VERY ROCKY. A SLOPE OF 5% IS IDEAL IN SANDY SOIL LOCATIONS. IN GENERAL, A THE AVERAGE SLOPE OF THE TRAIL SHOULD NOT EXCEED 10%.

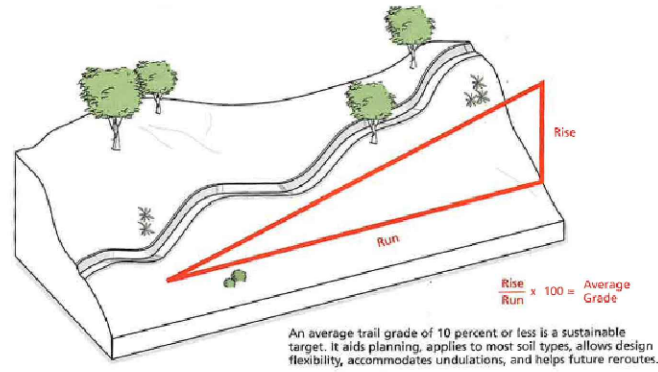


Image source: *Managing Mountain Biking. IMBA's Guide to Providing Great Riding, 2007*

RULE OF HALF

THE RULE OF HALF IS A SUSTAINABLE TRAIL BUILDING GUIDE TO CALCULATE MAXIMUM LONGITUDINAL SLOPE OF A TRAIL BASED ON THE SIDESLOPE IT IS TRAVERSING. THE RULE OF HALF SAYS THE LONGITUDINAL SLOPE OF A TRAIL SHOULD BE NO MORE THAN HALF THE STEEPNESS OF THE SIDESLOPE IT FOLLOWS. FOR EXAMPLE, A 14% SIDE HILL SLOPE WOULD SUPPORT A MAXIMUM TRAIL SLOPE OF 7%. NO TRAIL SLOPE SHOULD EXCEED 10% EVEN IF HALF THE SIDE HILL SLOPE IS GREATER THAN 10%. FOR EXAMPLE, A 30% SIDE HILL SLOPE WOULD STILL ONLY SUPPORT A 10% TRAIL SLOPE. ANY TRAIL THAT EXCEEDS THE RULE OF HALF IS CONSIDERED A FALL LINE TRAIL.

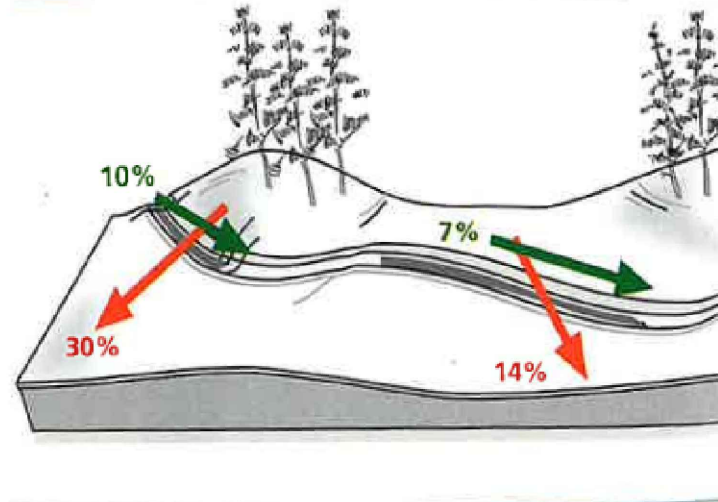


Image source: *Managing Mountain Biking. IMBA's Guide to Providing Great Riding, 2007*

SIDE HILL TRAILS

SUSTAINABLE TRAILS SHOULD BE ALIGNED ON THE SIDE OF A HILL. SIDE HILL TRAIL ALIGNMENTS PROVIDE GOOD OPPORTUNITY FOR OUTSLOPE DRAINAGE. WHEN POSSIBLE, TRAILS SHOULD AVOID FLAT AREAS AS THESE TEND TO COLLECT WATER.

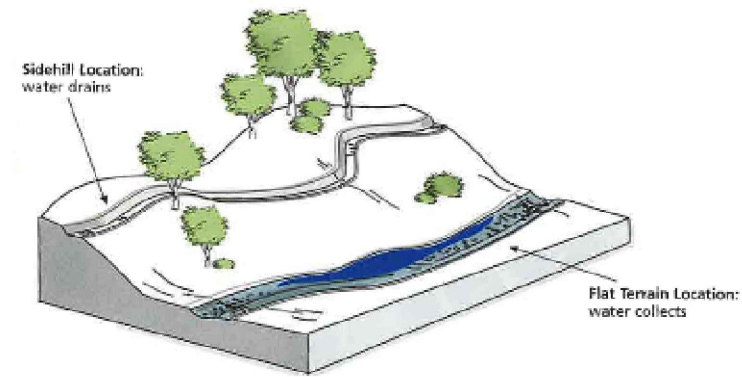


Image source: *Managing Mountain Biking. IMBA's Guide to Providing Great Riding, 2007*

ROLLING GRADE & EARTHEN ROLLERS

HAVING PROPER OUTSLOPE IS ONLY THE START OF A SUSTAINABLE TRAIL DESIGN. A TRAIL WITH ANY SIGNIFICANT LONGITUDINAL SLOPE WITH PROPER OUTSLOPE ALONE WILL STILL ERODE DUE TO GAINING WATER VELOCITY DOWN THE SLOPE OF A TRAIL. A SUSTAINABLE TRAIL SHOULD ROLL UP AND DOWN AS IT TRANSCENDS A SLOPE. A ROLLING GRADE DESIGN EFFECTIVELY DIVIDES A TRAIL SEGMENT INTO SMALLER TREAD WATERSHEDS WHERE WATER CAN DRAIN OFF A TRAIL BEFORE IT GAINS SIGNIFICANT WATER VELOCITY THAT ERODES TRAIL TREADS. EARTHEN ROLLERS CAN BE ADDED TO EXISTING TRAILS THAT WERE NOT DESIGNED WITH ROLLING GRADES TO ACHIEVE A SIMILAR EFFECT. EARTHEN ROLLERS ARE ESSENTIALLY BERMS THAT CREATE A SHORT UP HILL SECTION ON A LONG DOWNHILL TRAIL TO BREAK THE TRAIL SEGMENT INTO SMALLER TREAD WATERSHEDS.

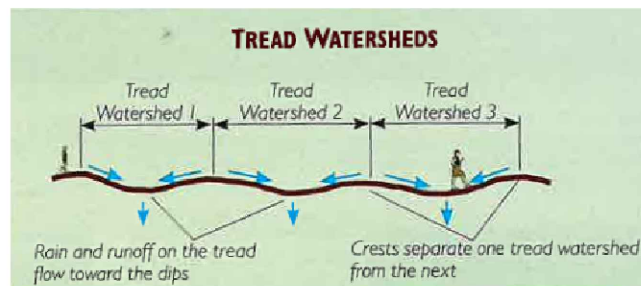


Image source: *Trail Planning, Design, and Development Guidelines - MnDNR, 2006*

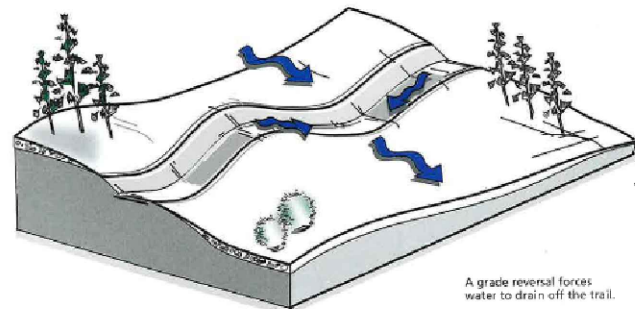


Image source: *Managing Mountain Biking. IMBA's Guide to Providing Great Riding, 2007*

KNICKS

KNICKS ARE USED TO PROPERLY DRAIN WATER OFF TRAILS AT LOW POINTS. A KNICK IS A HALF MOON SHAPED CUT THAT IS TILTED TO THE OUTSLOPE THAT DIRECTS WATER OFF TRAIL. FOR KNICKS TO BE EFFECTIVE, THE GRADE ADJACENT TO THE TRAIL NEEDS TO BE LOWER TO PROVIDE A PLACE FOR THE WATER TO DRAIN.

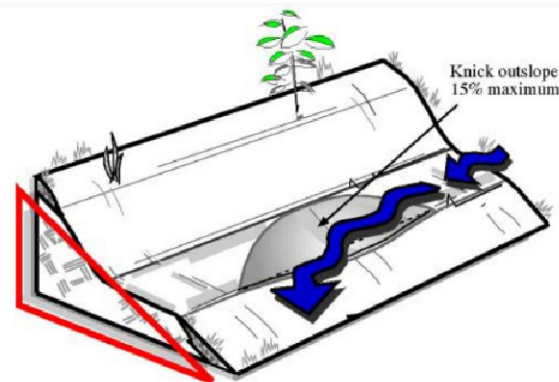


Image source: *IMBA Sustainable Trail Development A Guide to Designing and Constructing Native-surface Trails, 2009*

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

PRINT NAME: JONATHAN W. FILLMORE

SIGNATURE: Jonathan Fillmore

DATE: 4/1/2026

LICENSE #: 58679

REVISIONS

NO.	DATE	BY	CHKD	APPR

DRAWN BY NATHAN SWATZ

DESIGNED BY TIM WEGNER

CHECKED BY JONATHAN FILLMORE

COMM. NO. 18280

LEBANON HILLS REGIONAL PARK
TRAIL SUSTAINABILITY IMPROVEMENTS
DAKOTA COUNTY, MN
SUSTAINABLE TRAIL BUILDING DETAILS

