



Spring Lake Park Reserve Unit 16 Savanna

2026 to 2028 Restoration and Enhancement

Request for Proposal

**Release Date:** Friday, December 19, 2025

**Required Pre-Bid Meeting:** 1:00 – 4:00 pm CST on Monday, January 5, 2026

at Fahey Ave Trailhead , 13690 Pine Bend Trail, Rosemount, MN

**Independent site access:** 8:00 am to 4:00 pm CST Tuesday, January 6, 2026

**Proposal Due Date:** 12:00 PM CST on Monday, January 12, 2026

**Contacts:**

Project Manager:

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612-643-0454

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# INTRODUCTION AND PROGRAM DESCRIPTION

## General Background

Dakota County plans to restore and enhance 17.1 acres of savanna, prairie, and oak woodland at Spring Lake Park Reserve (SLPR), a beloved county park with high quality habitat that spans nearly five miles of the Mississippi River. This project is for work just east of the bison prairie, in a section of the park that is accessible from the Bison Handling Facility off Pine Bend Trail. The proposed project site encompasses sandy terrace and outwash areas south of the river. Though almost entirely afforested presently, the site historically consisted of open savanna, oak woodlands, and prairie.

### A. Program Objectives

This project encompasses 17.1 acres of degraded savanna and woodlands near the center of Spring Lake Park Reserve. The work units consist of two small sandy openings that are presently encroached by invasive honeysuckle and other woody plants, as well as woodland and savanna units where tree clearing, canopy thinning, and understory enhancement are desired. Several rare plant species have been noted throughout the work units and particularly in the openings; preserving these species is a primary objective of the project.

Project goals include removing non-native woody species, augmenting the extent of prairie openings, creating a more open canopy in savanna areas, enhancing the understory plant community, and reintroducing fire disturbance.

In addition to the objectives described above, the County seeks bid alternates for woody and herbaceous removal work in units totaling 34.8 acres to the west of the main project area, and for tree removal along the eastern edge of the bison paddock.

Along with standard proposal components, the submitted proposal will include:

1. A narrative detailing the proposed methodology for conducting woody removal and vegetation management work within all work units. In particular, address woody removal methods in present openings and tree clearing units (Units A1 – A4) to minimize impacts on rare plant species. Include proposed methodology for removing sumac (*Rhus* spp.) in these units, .
2. A timeline and sketch of proposed burn units for two or three prescribed burns such that the entirety of Unit A (A1-A5) is burned but the present openings (A1 and A3) are not burned in the same season as each other.
3. A narrative describing the Contractor's proposed methodology for tracking and communicating work accomplished and ensuring quality control and adherence to performance standards for all work outlined in this RFP.

### B. Site Access

The project area can be accessed from the Dakota County Bison Handling Facility off of Pine Bend Trail near Furlong Trail (See access map, Attachment B). Entry requires keys to a gate across Pine Bend Trail as well as to the Bison Handling Facility. Accessing the work unit requires traversing approximately one mile of terrain: about a half mile along the outside of the easternmost bison paddock fence, and half a mile along unpaved informal trails through the woodland. Contractors should be aware that one portion of the access path along the bison paddock is often muddy and vehicles have gotten stuck in wet conditions; the selected contractor may elect to use plywood to overcome this problem.

**Please note:** Due to the presence of locked gates required for entry into the unit, the County will offer both a guided pre-bid meeting on January 5, 2026 (required), and an independent access day when gates are unlocked on January 6, 2026. Once a contract is executed, the selected firm will receive necessary keys. The selected contractor may also independently seek site access from private landowners along County Highway 42 Mississippi Trail, to the south of the work unit.

## SCOPE OF SERVICES

### Tasks and Schedule

#### *Task a. Tree and shrub removal\**

Unit	Year	Preferred Season	Activity Notes	Acres
Task a: Tree and shrub removal				
Unit A1	2026 or 2027	winter	Cut and stump treat all woody shrubs and all trees other than bur oaks. Pile burn material. Burn existing brush piles.	0.3
Unit A2	2026 or 2027	winter	Cut and stump treat all woody shrubs and all trees other than bur oaks. Pile burn material. Remove deadfall that is larger than 6 inches in diameter; large woody material that is rotting can be left on site.	2.8
Unit A3	2026 or 2027	winter	Cut and stump treat all woody shrubs and all trees other than bur oaks. Pile burn material. Burn existing brush piles.	0.2
Unit A4	2026 or 2027	winter	Cut and stump treat all woody shrubs and all trees other than bur oaks. Pile burn material. Remove deadfall that is larger than 6 inches in diameter; large woody material that is rotting can be left on site.	2.5
Unit A5	2026 or 2027	winter	Cut and stump treat the following woody species/categories: <ul style="list-style-type: none"> <li>• All woody invasives (<b>Attachment C</b>)</li> <li>• All box elder and maple species and all red cedars except save trees flagged by the County.</li> <li>• All trees &lt;8" dbh in the unit (except bur oaks).</li> <li>• All woody plants from around each bur oak &gt;3" dbh in the unit (a) up to the drip line or (b) out to a 20-foot radius from the main stem of the bur oak, whichever is greater.</li> <li>• Remove deadfall that is larger than 6 inches in diameter; large woody material that is rotting can be left on site.</li> </ul>	11.1

\* **Include in submittal:** narrative detailing the proposed methodology for conducting woody removal and vegetation management work within all work units. In particular, address woody removal methods in the present openings and tree clearing units (Units A1 – A4) to minimize impacts on rare plant species. Include proposed methodology for removing sumac (*Rhus* spp.) in these units.

### *Woody removal:*

Woody species and size classes designated for removal within Work Units are provided in the table above. Contractor is to provide all herbicide. Cut and stump treat all stems  $\geq 1/2$ " diameter. Brush cut stems of all small target species (between  $1/8$ " and  $1/2$ " diameter). All cut stumps shall be treated with County-approved herbicide containing dye (to facilitate Contractor spraying and County inspecting) immediately after being cut with a chainsaw, brush saw, or hand saw (on slopes  $>25\%$ ), or other equipment (on slopes  $<25\%$ ). Cut stems shall be cut flat and not exceed 2" from the ground. If significant snow depth is present, the Contractor shall discuss appropriate height with the County.

All material, including boles, stems and branches, must be removed from site or burned. Please note that Dakota County is under quarantine for Emerald Ash Borer, and the movement of ash wood is regulated.

### *Equipment*

For all woody species designated for control, methods for mechanical control may include spot mowing with a weed whip or brush saw, or hand pulling. Other equipment may be used for mechanical control, with County approval.

Prior to applying chemical, the Contractor shall provide the County Representative with the chemical name and product label for approval. Chemical may be applied using backpack sprayers or approved alternative.

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

Forestry mowing is not allowed in Units A1, A3, or A5, and is discouraged in Units A2 and A4 unless contractor narrative describes how this activity will be done in such a way as to minimize harm to rare plants. If used, forestry mowing shall be done in a manner that does not cause rutting or other damage to trails or soil. Mulch/woody debris shall not exceed a depth of 4". If a forestry mower is used, Contractor must treat all woody resprouts via foliar application or other County-approved method. Since all units require seeding, excessive mulch or other woody debris resulting from forestry mowing will need to be removed to allow for good seed to soil contact. Contractor must meet Establishment Management Performance Standards for seeded areas, so adequate prep will be needed to meet these standards. Seed bed preparation may be accomplished through mechanical grazing, harrowing, hand raking, or other means proposed by the Contractor and approved by Dakota County.

### *Brush Piles for Burning:*

When creating brush piles for burning, Contractor shall secure all required permits and approvals prior to ignition. Piles shall be spaced as necessary to minimize dragging of cut material over long distances. Brush piles shall be located in areas without canopy branches or stems of preserved trees overhanging the piles or endangered by fire. Ensure no debris (trash, plastic, etc.) other than the cut brush is placed in the burn piles. Contractor shall remedy plant mortality caused by burn piles by prepping and reseeding burn pile areas. Ash and any remaining woody debris shall be dispersed by the Contractor, and the area shall be thoroughly raked prior to seeding. If unburned brush piles are left on site for burning, the County will withhold 25% of the bid total for Task "a" until the piles are burned and the soil

impacted by them is prepped and seeded. **For Units A1 and A3, Contractor shall burn existing brush piles, but no new brush piles may be created within these units.**

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.

*Deadfall Removal:*

The objective of this task is to improve the ability to run prescribed fire through the work units. The recommended method is to pile and burn downfall material. Alternative methods of achieving the desired outcome are welcomed and may be included in the written proposal. Any activities should be conducted in a manner which does not negatively impact plant communities and minimizes soil impacts.

*Penalties:*

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

**Task b. Prescribed burn\***

Unit	Year	Preferred Season	Activity Notes	Acres
Task b: Prescribed burn				
Unit A (A1-A5)	2027 and/or 2028	spring, fall	Conduct prescribed burns on unit.	17.1

**\*Include in submittal:** narrative proposing 2 to 3 burn units and burn timeline, with each unit burned in a separate season. Burning of openings A1 and A3 to occur during different seasons.

Contractor shall prepare, submit, and receive all necessary permits/approvals from appropriate entities prior to conducting prescribed burns. Burns shall be conducted under prescription conditions only.

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

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

Contractor shall notify the Project Manager at least 24 hours prior to commencement of a burn with additional communication needed for burns around facilities to confirm the site is not scheduled for public use. On the day of the burn, the following parties must be contacted: Department of Natural Resources, local fire marshal(s), Dakota County Dispatch, and Project Manager.

Contractor will seek optimal burn conditions to meet project goals and burn plan objectives. If the Contractor believes that the objectives cannot be fully met, the Contractor must first discuss with the Project Manager before igniting. Contractor's burn boss shall be onsite the duration of the running burn. Contractor's crew shall be on site until all mop-up is complete and all possible sources of ignition are extinguished.

Contractor responsible for protecting all items not in the burn permit, including in part: all infrastructure, utilities, desirable vegetation, and private property. The Contractor shall be liable for remedying damage due to prescribed fire. **For any incident occurrence, Dakota County must be notified immediately:** primary contact: Sara Nelson 612-643-0454. If not reachable, contact Meghan Manhatton 612-599-3821.

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

#### *Task c. Vegetation Management\**

Unit	Year	Preferred Season	Activity Notes	Acres
Task c: Vegetation management				
A1, A2, A3, A4	(2026), 2027, 2028	fall	Spot foliar treatment of woody resprouts and small diameter trees and shrubs. Spot spray or pull herbaceous invasives.	5.8
A5	(2026), 2027, 2028		Spot foliar treatment of woody resprouts and small diameter trees and shrubs and herbaceous invasives.	11.1
A2, A4	(2026), 2027, 2028		Establishment mowing	5.3

\* **Include in submittal:** narrative detailing the proposed methodology for conducting woody removal and vegetation management work within all work units. In particular, address woody removal methods in the present openings and tree clearing units (Units A1 – A4) to minimize impacts on rare plant species. Include proposed methodology for removing sumac (*Rhus* spp.) in these units.

#### *Establishment management*



Establishment management period begins the first quarter following Task “D” (Seed Installation) for each unit and goes through the end of the contract period. This task is to support the growth of native seed and manage any re-sprouting invasive vegetation. Primary removal of invasive trees and shrubs prior to seeding should be recorded and invoiced as Task A.

#### *Woody Species Control*

Invasive woody species designated for removal/control are provided in **Attachment C**. In units where all woody species are to be removed, Contractor should conduct foliar follow up spray for all woody species. Use County-approved foliar herbicide in late fall, to minimize damage to desirable vegetation. Herbicide application instructions given on the label shall be followed at all times. Dye shall be used to facilitate Contractor application and Project Manager inspection. Care shall be taken not to affect non-target vegetation.

As noted in the Performance Standards, fall foliar treatments will control at least 95% of all woody whips, resprouts and seedlings.

#### *Invasive Herbaceous Species Control*

Manage all herbaceous species listed in **Attachment D**. These species should not be permitted to set viable seed, and some hand pulling may be required in order to achieve the performance standard. Herbicide applications to these species should be made at the most biologically appropriate time. Example: Garlic mustard rosettes should be treated with glyphosate in early spring, prior to bolt. All bolting plants must be hand pulled and removed from the site.

Contractor should utilize hand pulling, rather than herbicide application, in sensitive areas when practicable.

Contractor must give the Project Manager a 24-hour notice prior to being on site and a follow-up report shall be submitted within 48 hours after spraying confirming the: target plant(s), chemical(s) used, and a map showing the location sprayed.

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

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

#### *Establishment Mowing (Units A2 and A4)*

Establishment mowings will occur following installation of native seed for the establishment of prairie. At no time is the vegetation to be taller than 16”, and mowing height shall be no less than 6”. Do not allow vegetation to grow so tall that it smothers growth when cut. Do not mow immediately after rain when cut vegetation will clump.

Equipment

For species in **Attachment D**, methods for mechanical control may include flail mower (rear discharge only), spot mowing with a weed whip or brush saw, or hand pulling. Other equipment may be used for mechanical control, with County approval.

Prior to applying chemical, the Contractor shall provide the County Representative with the chemical name and product label for approval. Chemical may be applied using backpack sprayers or approved alternative.

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

Penalties

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

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

**Note: when bidding Vegetation Management tasks (Task C), Contractor to bid a per year rate, since the number of years of vegetation management will vary depending on which year initial woody removal occurs (i.e. in winter/spring of 2026 vs. winter/spring of 2027).** All other tasks should be bid with one price encompassing the total project duration.

Task d. Overseeding

Unit	Year	Preferred Season	Activity Notes	Acres
Task d: Overseeding				
A2, A4, A5	2026 or 2027	winter	Post tree-clearing seeding	16.4
A2, A4, A5	2027 and/or 2028	spring, fall	Post burn seeding	16.4

Work Area Preparation (Units A2 and A4):

Remove/kill invasive/weedy vegetation (including species in **Attachment C and D**) prior to installing native seed. If area to be seeded was treated with herbicide, Contractor shall follow all label requirements for seeding.

A suitable seedbed must be prepared and approved by the County Representative prior to seed installation. Soil must be loosened to a depth of ½”-1”. 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. Remaining stubble up to 2” is acceptable prior to drill seeding.

### Seeding

The County will supply the native seed and seed rate to the Contractor. Contractor shall install seed with broadcast spreader or by hand broadcast. Seed will be evenly broadcast, at about 50 seeds per sq ft depending on the final amount of seed. Half the seed should be applied in one direction, then half in the crosswise direction. 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 wetlands or in areas where soil preparation was non-intensive; therefore, gentle raking of seeded areas should be conducted to ensure good seed-to-soil contact.

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

## Alternate Tasks

### Task e. Tree Clearing and Thinning

Unit	Year	Preferred Season	Activity Notes	Acres or unit
Task e: Tree clearing and thinning				
Bison fenceline	2026, 2027, 2028	winter	Remove all trees and shrubs within 15 feet of east side of bison paddock plus any trees further away that could fall on the fence due to their height and growing angle	390 linear meters
Unit B	2026 or 2027	winter	Cut and stump treat all woody plants from around each bur oak > 5” diameter in the unit (a) up to the drip line or (b) out to a 20-foot radius from the main stem of the bur oak, whichever is greater. Spot foliar treatment of resprouts the year after initial removal.	10.6
Unit C	2027 or 2027	winter	Cut and stump treat all woody plants from around each bur oak > 5” diameter in the unit (a) up to the drip line or (b) out to a 20-foot radius from the main stem of the bur oak, whichever is greater. Spot foliar treatment of resprouts the year after initial removal.	21.1

Unit D	2028 or 2027	winter	Cut and stump treat all woody plants from around each bur oak > 5" diameter in the unit (a) up to the drip line or (b) out to a 20-foot radius from the main stem of the bur oak, whichever is greater. Spot foliar treatment of resprouts the year after initial removal.	3.2
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*Task f. Understory Invasive Woody Removal*

Unit	Year	Preferred Season	Activity Notes	Acres or unit
Unit B	2026, 2027, 2028	fall	Cut and treat all nonnative shrubs ( <b>Attachment C</b> ). Spot foliar treatment of resprouts the year after initial removal.	10.6
Unit C	2026, 2027, 2028	fall	Cut and treat all nonnative shrubs ( <b>Attachment C</b> ). Spot foliar treatment of resprouts the year after initial removal.	21.1
Unit D	2026, 2027, 2028	fall	Cut and treat all nonnative shrubs ( <b>Attachment C</b> ). Spot foliar treatment of resprouts the year after initial removal.	3.2

*Task g. Understory Herbaceous Invasive Removal*

Unit	Year	Preferred Season	Activity Notes	Acres or unit
Unit B	2026, 2027, 2028	spring, summer, fall	Spot treatment or hand pulling of all herbaceous invasive species ( <b>Attachment D</b> ). Spot spray or pull second-year garlic mustard prior to seed set.	10.6
Unit C	2026, 2027, 2028	spring, summer, fall	Spot treatment or hand pulling of all herbaceous invasive species ( <b>Attachment D</b> ). Spot spray or pull second-year garlic mustard prior to seed set.	21.1
Unit D	2026, 2027, 2028	spring, summer, fall	Spot treatment or hand pulling of all herbaceous invasive species ( <b>Attachment D</b> ). Spot spray or pull second-year garlic mustard prior to seed set.	3.2

### ***Alternate Task e: Tree Clearing and Thinning***

Follow specifications for Task a (Tree and Shrub Removal). Trees and shrubs removed as part of Bison fenceline task must be cut flush with the ground since this task is intended to create better vehicle access.

### ***Alternate Task f: Understory Invasive Woody Removal***

Invasive woody species designated for removal/control are provided in **Attachment C**. Contractor should conduct foliar follow up spray for all woody species the fall following initial removal. Use County-approved foliar herbicide in late fall, to minimize damage to desirable vegetation. Herbicide application instructions given on the label shall be followed at all times. Dye shall be used to facilitate Contractor application and Project Manager inspection. Care shall be taken not to affect non-target vegetation.

As noted in the Performance Standards, fall foliar treatments will control at least 95% of all woody whips, resprouts and seedlings.

Contractor is to provide all herbicide. Cut and stump treat all stems  $\geq 1/2$ " diameter. Brush cut stems of all small target species (between 1/8" and 1/2") diameter. All cut stumps shall be treated with County-approved herbicide containing dye (to facilitate Contractor spraying and County inspecting) immediately after being cut with a chainsaw, brush saw, or hand saw (on slopes >25%), or other equipment (on slopes <25%). Cut stems shall be cut flat and not exceed 2" from the ground. If significant snow depth is present, the Contractor shall discuss appropriate height with the County.

### ***Equipment***

For all woody species designated for control, methods for mechanical control may include spot mowing with a weed whip or brush saw, or hand pulling. Other equipment may be used for mechanical control, with County approval.

Prior to applying chemical, the Contractor shall provide the County Representative with the chemical name and product label for approval. Chemical may be applied using backpack sprayers or approved alternative.

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

If used, forestry mowing shall be done in a manner that does not cause rutting or other damage to trails or soil. Mulch/woody debris shall not exceed a depth of 4". If a forestry mower is used, Contractor must treat all woody resprouts via foliar application or other County-approved method. Since all units require seeding, excessive mulch or other woody debris resulting from forestry mowing will need to be removed to allow for good seed to soil contact.

### ***Brush Piles for Burning:***

When creating brush piles for burning, Contractor shall secure all required permits and approvals prior to ignition. Piles shall be spaced as necessary to minimize dragging of cut material over long distances. Brush piles shall be located in areas without canopy branches or stems of preserved trees overhanging the piles or endangered by fire. Ensure no debris (trash, plastic, etc.) other than the cut brush is placed in the burn piles. Contractor shall remedy plant mortality caused by burn piles by prepping and reseeding burn pile areas. Ash and any remaining woody debris shall be dispersed by the Contractor, and the area shall be thoroughly raked prior to seeding. If unburned brush piles are left on site for burning, the County will withhold 25% of the bid total for Task “a” until the piles are burned and the soil impacted by them is prepped and seeded.

*Penalties:*

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

***Alternate Task g: Understory Herbaceous Invasive Removal***

Manage all herbaceous species listed in **Attachment D**, and any other herbaceous invasive species found on site. These species should not be permitted to set viable seed, and some hand pulling may be required in order to achieve the performance standard. Herbicide applications to these species should be made at the most biologically appropriate time. Example: Garlic mustard rosettes should be treated with glyphosate in early spring, prior to bolt. All bolting plants must be hand pulled and removed from the site.

Contractor should utilize hand pulling, rather than herbicide application, in sensitive areas when practicable.

Contractor must give the Project Manager a 24-hour notice prior to being on site and a follow-up report shall be submitted within 48 hours after spraying confirming the: target plant(s), chemical(s) used, and a map showing the location sprayed.

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

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

## Invoice Schedule

The Owner will make payments as follows:

For most restoration tasks, payments will be made at COUNTY-designated checkpoints, following successful completion of the restoration/enhancement task and attainment of associated performance standards.

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

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

Q1: December 16 - May 31

Q2: June 1 - July 31

Q3: August 1 - September 30

Q4: October 1 - December 15

Example: If seed installation occurs in the fall or 2026, the Establishment Management period begins on the first day of the next quarter, or December 16. If the Contractor successfully meets Checkpoint 1 Performance Standards, an invoice for Q1 of the 2027 growing season can be submitted on May 31, 2027 for 25% of the total the amount indicated on the bid tab for Task "c" (prorated if the task is not 100% complete). Invoices for subsequent quarters of 2026 (Q2, Q3, and Q4) can be submitted per the schedule outlined above for the same amount of 25% of the total amount indicated on the bid tab schedule. Beginning the following growing season (2027), Checkpoint 2 of the Performance Standard must be met to receive full payment (25% of the total bid) each quarter. A 5% retainage will be withheld by COUNTY from each invoice. All retainage (5%) shall be paid to the CONTRACTOR upon final Project completion to the satisfaction of the Owner's representative.

## Work Unit Descriptions

Unit A1: (0.3 acres). Encroached sandy prairie, restore to UPs13 Southern Dry Prairie

Unit A2: (2.8 acres). Afforested sandy prairie, restore to UPs13 Southern Dry Prairie

Unit A3: (0.2 acres). Encroached sandy prairie, restore to UPs13 Southern Dry Prairie

Unit A4: (2.5 acres) Afforested sandy prairie, restore to UPs13 Southern Dry Prairie

Unit A5: (11.1 acres) Afforested savanna, restore to UPs14 Southern Dry Savanna

Alternate Units B, C, D: (34.9 acres total) Afforested savanna and mesic hardwood forest. If included, begin Phase 1 of restoration to UPs14 Southern Dry Savanna, MHs37 Southern Dry-Mesic Oak Forest, MHs38 Southern Mesic Oak-Basswood Forest, and MHs38c Red Oak-Sugar Maple-Basswood-(Bitternut Hickory) Forest

Bison prairie fenceline: Including as an alternate to remove trees within 15 feet of fence to enhance access and reduce risk of trees falling on fence.

### *General Work Unit Notes:*

Unit A (A1-A5) is bounded to the west by a ravine, and to the south, east, and north by Park property and management unit boundaries that do not correspond to natural features. In 1937 and 1957 aerial images, almost the entirety of Unit A (A1-A5) was open and treeless, perhaps maintained by landowner haying or grazing. The present project takes a large step towards re-opening this area, and hopefully will enable the high-quality plants persisting in the unit to recolonize a larger range.

Units A1 and A3, the present-day open areas, are high-quality remnant prairies that still contain diverse high quality and rare plants, but are being encroached by invasive honeysuckle and sumac within the units and by multiple tree and shrub species from the edges. In the past 10 years, CCM crews have removed honeysuckle from the interior of these units. Piles from these efforts still remain and should be burned as part of the current project; however, due to the presence of rare plants, no new burn piles should be created in these units, and vegetation management work should be done with extreme care. Invasive species present in A1 and A3 include invasive honeysuckle, spotted knapweed, and hoary alyssum. These units are excluded from seeding in the present contract since they contain robust remnant prairie plant communities.

The prairie expansion zone corresponding with the northern opening, Unit A2, coincides with a flat terrace (See Attachment B Slope map). Tree cutting in A2 should be facilitated by the flatness of the area, and unit edges will be easy to discern by the contrast of the flatness of work unit A2 compared to the steep slopes surrounding it.

Similarly, the prairie expansion zone corresponding to the southern opening, Unit A4, is somewhat flatter than the surrounding area.

To facilitate the development of prairie vegetation in Units A2 and A4, the Contractor will seed both after initial tree removal, as well as after prescribed burns in these areas, and conduct establishment maintenance (including mowing) after seeding.

The remainder of Unit A, i.e. Unit A5, is heavily afforested and has varied topography. The end goal for this work unit is an open savanna with a diverse understory. To facilitate this, the Contractor will conduct a variety of tree



and woody removal in the unit, seed after woody removal, conduct two to three prescribed burns that together cover the entirety of the unit, seed after burning, and conduct ongoing maintenance. Vegetation management in this unit must address invasive species including invasive honeysuckle, garlic mustard, narrowleaf bittercress, and burning bush.

The entirety of Unit A is relatively difficult to access, and Units A1 and A2 are particularly difficult to access due to the sloping trail.

Alternate Units B, C, and D historically were primarily open savanna with some woodland plant communities on north and east facing slopes. If funds area available, tree and shrub and removal work and control of herbaceous invasive species in these units will comprise “Phase 1” of a return to a more open savanna and woodland complex.

An additional alternate task is to conduct tree and shrub removal along the eastern side of the bison paddock.

## General Specifications

### *Use of the Site*

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

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

The Contractor's operations and storage of materials shall be confined to the areas agreed upon with the County. Fire lanes and parking areas must be kept clear of Contractor equipment and materials at all times.

For work that has the potential to affect the bison prairie (e.g. potential trees falling on bison fence), the Contractor will coordiante with the Project Manager to ensure timing of work does not coincide with bison presence in the vicinity.

### *Equipment*

- Vehicles are not allowed on steep slopes (greater than 40% grade).
- Any rutting of soils or damage to land must be mitigated before final payment will be granted.
- Contractors must follow best management practices to avoid bringing weed-seed onto the site.
  - If equipment, vehicles, gear, or clothing (notably, boots and laces) arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds), or animals, it shall be cleaned by Contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.
  - The Contractor shall dispose of material cleaned from equipment and clothing at a location determined by the County. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally disposed of offsite.

- o The Contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

### *Herbicide and Applicators*

- Herbicide applicators must be state-certified.
- DNR Operational Order 59 ([Pesticides and Pest Control: http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_59.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf)) and appropriate discipline guidelines must be followed when working on all lands and waters, regardless of ownership.
- Herbicide application must follow industry standards for temperature and weather conditions, according to label directions and the State of MN Commercial Pesticide Applicator Manual.
- Use least toxic herbicide or formula with lowest soil residual; Glyphosate or triclopyr is preferred, (aminopyralid [Milestone] or clopyralid [Transline] is suitable for thistle and legumes, but CONTRACTOR must first consult with DAKOTA COUNTY before applying these or any other herbicides). Aquatic formula is required when applying within 100 feet of a wetland.
- Agri-Dex (Helena) or Activator-90 (Loveland) are the **only** surfactants to be added to herbicides mixes applied on or near water. Consult with DAKOTA COUNTY for approval to use other products.
- As much as possible, herbicides should be applied when there is some biological activity in the plant (e.g. Apr-Nov).
- Avoid windy days and ensure a rain-free period of at least 3 hours after application.
- Approved signage to advise park visitors of herbicide use should be placed in strategic locations.
- Only herbicide additives that are explicitly approved as herbicide additives are allowed. Prohibited additives include, but are not limited to kerosene, diesel, and anti-freeze/ethylene glycol.
- *Take maximum care to avoid chemical drift or contact with non-target plants.*
- A copy of the record of all pesticide/herbicide applications shall be submitted to DAKOTA COUNTY. Submitting records with invoices is acceptable.

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

- Cutting method: Cut stems as close to the ground as possible—not to exceed 2” from the ground. Stems shall be cut flat. If significant snow depth is present, CONTRACTOR shall discuss appropriate height with DAKOTA COUNTY. Cut stems shall be immediately treated with herbicide to prevent resprouting. Exceptions may apply – consult first with DAKOTA COUNTY.
- Dye: Use dye with herbicide so CONTRACTOR and DAKOTA COUNTY can see what was treated.
- Herbicide application: Use herbicide conservatively – avoid overspray (dauber applicator preferred).
- Herbicide type: Triclopyr ester (i.e., Garlon 4 Ultra or Garlon 3a) or glyphosate preferred unless otherwise approved by DAKOTA COUNTY. If oil-based herbicide is approved for stump treatment, dauber applicator is preferred. Before applying herbicides, first discuss with DAKOTA COUNTY.
- Protection of desirable existing vegetation shall be the responsibility of the CONTRACTOR during woody plant removal and any burning of brush piles. CONTRACTOR shall be liable for remedying damage to existing desirable vegetation. Damage to desirable woody vegetation (as agreed upon by CONTRACTOR and DAKOTA COUNTY) will be penalized at a rate of up to \$10 per inch-dbh or per stem, whichever is higher.

- Brush stacking: In wooded areas, stack brush (for future burning) in openings where heat will not damage standing tree trunks or branches. Avoid making brush piles on existing native prairie or good quality woodland. Avoid steep slopes. Seek disturbed areas or stumps of cut brush/trees.
- Brush burning: Brush can be stacked and burned at same time as cutting if conditions for burning are suitable. CONTRACTOR is responsible for obtaining all necessary permits for burning brush piles. Any ash from burn piles must be dispersed by CONTRACTOR. In certain circumstances when feasible and agreed upon by CONTRACTOR, DAKOTA COUNTY may request piles be burned in COUNTY provided biochar kilns. Specific instructions will be provided.
- With DAKOTA COUNTY approval, where brush is very small and/or very sparse, it can be cut small (<1" diameter and <3 ft. lengths), scattered, and left lying in woods. However, brush must lie flat, preferably in contact with the soil, and be easy to walk through (defined in the field, as agreed upon by CONTRACTOR and DAKOTA COUNTY).
- Unless determined otherwise by DAKOTA COUNTY, only use heavy equipment for woody removal work on frozen ground.

#### *Non-native herbaceous plants - general specs*

- Prevent herbicide drift to adjacent plants.

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

In sensitive areas, Contractor should hand pull invasive species when practicable.

#### *Prescribed burning*

- Qualifications:
  - Contractor will provide evidence of qualifications of burn boss, including training, experience (years and number of burns), and history (any escapes or other burn incidents).
  - Burn boss has led burns of similar complexity with similar fuel types. (Ideally should be a RxB3)
  - Crew leaders must be trained (S130-S190), and certifications must be provided to DAKOTA COUNTY.
- Burn boss will be onsite the duration of the running burn.
- Burn Plan: Prepare and submit burn plan to DAKOTA COUNTY at least 30 days prior to intended burn date.
- Permits: Obtain all necessary permits and other arrangements, notifications and safety measures for burning and related activities. Provide copies of local permits and DNR variances to DAKOTA COUNTY staff.
- CONTRACTOR is responsible for protecting all items not in the burn permit, including in part: all infrastructure, utilities, desirable vegetation, and private property. CONTRACTOR shall be liable for remedying damage due to prescribed fire.
- Burn breaks: Contractor is responsible for preparing effective burn breaks.
- DAKOTA COUNTY Communication: On burn day, review burn strategy with DAKOTA COUNTY staff (if present) prior to burn. Notify DAKOTA COUNTY at least 24 hours prior to commencement of a burn.

- Water: CONTRACTOR will ensure an adequate water supply is available at the site at all times for the duration of the burn and mop-up. Water tank on a mobile vehicle must be available at the site during the burn.
- The use of drones to identify "hot spots" while conducting burns is allowed if the following documentation is submitted prior to the burn. This list is current as of the release of this solicitation, additional documentation may be required at the time of drone use.
  - Drone Registration Number
  - Make/Model of Drone
  - Total Weight of Drone (including any attachments)
  - Copy of FAA Pilot's License or TRUST Certificate
  - Flight Plan
- Site access: Vehicle access locations will be identified in the burn plan. A CONTRACTOR vehicle will be available to access the site.
- Adjacent property access (if necessary): Obtain any necessary permission from adjacent property owners for any needed vehicle access, water access or request to burn any portion of their property.
- Adjacent business and residential neighbors must be notified (coordinate with DAKOTA COUNTY) for all burns.
- CONTRACTOR will seek optimal burn conditions to meet project goals and burn plan requirements. If the CONTRACTOR believes that the minimum performance cannot be met, the CONTRACTOR must first discuss with OWNER/DAKOTA COUNTY before burning.
- Avoid winds that will heavily smoke neighbors or roads.
- Crew stays until all mop-up is complete and all possible sources of ignition are extinguished.
- A follow-up site visit the day after the burn is required, unless DAKOTA COUNTY specifically signs off that it is not needed. Contractor will identify to DAKOTA COUNTY who will return and what time.

Communications: **all crew** must have radio or similar means of communication

**For any incident occurrence, Dakota County must be notified immediately:** primary contact: Sara Nelson 612-643-0454. If not reachable, contact Meghan Manhatton 612-599-3821.

## Performance Standards

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

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
a. Tree and shrub removal	<p>75% payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard. If no piles are created for burning, Contractor will be eligible for full payment (less the 5% retainage).</p> <p>25% payment (less a 5% retainage) upon completion and achievement of Checkpoint 2</p>	<p>100% of designated stems have been removed and stump-treated with herbicide.</p> <p>Brush has been removed from the site, chipped, or stacked in suitable locations for burning (or a combination of all of these).</p>	Any brush piles created for burning are successfully burned. Soils beneath burn piles are prepped and seeded according to County specifications.	<p>For cut-stumps which were missed by stump-treatment, resprouting stumps/stems shall be treated with foliar herbicide application in the fall following removal year at no additional cost.</p> <p>Any trees or shrubs missed by forestry mower will be hand cut and stump treated at no additional cost.</p>

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
b. Prescribed burns	Full payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard.	<p>Immediately following burn:</p> <p>Within burn unit(s), all fine fuels with appropriate height, connectivity, and moisture have burned.</p> <p>For Grass-dominated areas with continuous cover: Full payment at 85% consumption within any given 100 sq. m area; for areas with less than 85% consumption, payment will be made on a per acre black basis</p>	No 2nd checkpoint	-
c. Vegetation management	Payment based on completion of work and achievement of performance standards (less the 5% retainage).	Target undesirable weed species: less than 2.5% of population is permitted to cover due to set seed within any 100 sq. m area. More than 98% cover by of target species is spot treated with herbicide within any 100 sq. m area.	No 2nd checkpoint	

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
d. Overseeding	Full payment upon completion and achievement of performance standard.	100% of areas designated to receive seed have been seeded and lightly raked.	No 2nd checkpoint	Any areas missed will be seeded and all seeded areas will be firmed or lightly raked before payment is released.

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

## General Instructions for the Contractor

### A. Contact Person

The Contractor's point of contact for this RFP is:

Sara Nelson

Dakota County Parks Department

14955 Galaxie Avenue

Apple Valley, MN 55124

Email: sara.nelson@co.dakota.mn.us

Phone: 612-643-0454

### B. Questions

Questions regarding this RFP must be submitted by email and must be received no later than **1/08/26 at 2 pm CST**.

Responses to the questions submitted will be posted on the County's website no later than **1/09/2026 at 4 pm CST**, at Doing Business – Requests For Bids, Proposals and Information:

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

### C. Addenda/Clarifications

Any revisions or modifications to the RFP shall be made by County staff in a written addendum and posted on the County's website at Doing Business – [Request For Bids, Proposals and Information: http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx](http://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx).

No verbal modification will be binding.

## D. Examination of Proposal Documents

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

## E. Prevailing Wages

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

## F. Pre-Contractual Expenses

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

## G. Contract Award

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

## H. Public Records and Requests for Confidentiality

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

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

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

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

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

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



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

Public Data Requests can be submitted on the County's website: [Data Practices Page: https://www.co.dakota.mn.us/Government/DataPractices/Pages/default.aspx](https://www.co.dakota.mn.us/Government/DataPractices/Pages/default.aspx)

## I. Joint Offers

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

## J. Dakota County Rights

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

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

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

## Submission of Proposals

### Proposal Submittal

The Contractor must review the attached specifications, scope of services, and exhibits and submit one electronic copy of the proposal by 12 pm CST on **1/12/26** to [Email Address: parksbids@co.dakota.mn.us](mailto:parksbids@co.dakota.mn.us).

### Proposal Format

1. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
2. All text and exhibits should be succinct and relevant to the RFP requirements.

### Proposal Contents

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

#### *Letter of Transmittal*

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

Include, at a minimum, the following:

- Identification of the offering firm(s), including name, address and telephone number of each firm;
- Acknowledgment of receipt of RFP addenda, if any;
- Name, title, address, telephone, fax numbers and e-mail address of contact person during period of proposal evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

#### *Firm Introduction*

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

#### *Contractor Team Organization*

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

#### *Qualifications and Experience*

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

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

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

- h. Contractor will provide evidence of qualifications of burn boss, including training, experience (years and number of burns), and history (any escapes or other burn incidents)
- i. Burn boss has led burns of similar complexity with similar fuel types (ideally, RxB3)
- j. Crew leaders must be trained (S130-S190), and certifications must be provided.

#### *Narratives*

The submitted proposal will include:

1. A narrative detailing the proposed methodology for conducting woody removal and vegetation management work in the present openings (Units A1 and A3) in such a way as to minimize impacts on rare plant species. Include proposed methodology for removing sumac (*Rhus* spp.) in these units.
2. A timeline and sketch of proposed burn units for two or three prescribed burns such that the entirety of Unit A (A1-A5) is burned but the present openings (A1 and A3) are not burned in the same season as each other.
3. A narrative describing the Contractor's proposed methodology for tracking and communicating work accomplished and ensuring quality control and adherence to performance standards for all work outlined in this RFP.

### *Proposal Bid Tab and Proposal Bid Form*

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

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

### *Conflict of Interest*

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

### *Trade Secret Information*

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

### *Responsible Contractor Certificate*

The Contractor must fill out and sign Attachment J: State of Minnesota Responsible Contractor Certificate

### *Exceptions and Deviations*

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

### *Contract Terms and General Conditions*

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

### *Registration and Good Standing*

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

## **Proposal Evaluation Criteria**

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

Evaluation Criteria	Percent of grade
The cost to satisfy all requirements of the RFP	30%
Performance on previous similar projects: Based on experience/successful delivery of recent similar projects with Dakota County and other organizations	20%
Proposed project approach submitted in the project narrative	15%

Proposed methods to ensure a quality product delivered on schedule as outlined in the project narrative	15%
Project Team Qualifications: Based on submittals for project management team	10%
Completeness of proposal	10%

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

## Timeline and Budget

### Program Timeline and Extension(s)

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of County staff. The initial term of the contract to be awarded under this RFP is anticipated to be upon execution through **December 31, 2028**, but may be adjusted to accommodate unforeseen delays.

Release: 12/19/25

Pre-bid Meeting: 1/5/26 from 1 pm – 4 pm CST

Independent Site Access: 1/6/2026 from 8 am- 4 pm CST

Questions Due: 1/8/26 at 2 pm CST

Responses to Questions Posted: 1/9/26 at 4 pm CST

Proposals Due: 1/12/26 at 12 pm CST

Contractor Selection: 1/13/26

County Board Approval of Contract: 2/3/26

Anticipated Contract Start Date: 2/10/26

Contract End Date: 12/31/2028

## Budget and Payment

### *Contractor Budget*

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

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

### *Payment for Services*

The Owner will make payments as follows:

For most restoration tasks, payments will be made on per unit rates for actual work performed but not to exceed quantity proposed without prior written consent of County Project Manager. Some tasks are paid at COUNTY-designated

checkpoints, following successful completion of the restoration/enhancement task and attainment of associated performance standards (see PERFORMANCE STANDARDS section).

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

## ATTACHMENT A: PROPOSAL FORM

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

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

PROJECT: **Spring Lake Park Unit 16 Savanna 2026-28 Restoration and Enhancement**

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

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

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

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

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

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

This is a Proposal for Ecological Restoration and Management of the **Spring Lake Park Unit 16 Savanna** and to furnish all labor and materials in accordance with the attached contract documents, maps and specifications that were submitted with this proposal and upon which this proposal is made. A rate is required for each task.

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

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

In submitting this Proposal, it is understood that Dakota County reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposals received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation.

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

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

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

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

Please print:

Legal Name of Company: \_\_\_\_\_

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

Name and Title of Authorized Agent: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

Indicate type of company:

\_\_\_\_\_

*(Corporation/partnership/sole proprietorship)*

This Proposal Bid Form contains a total of six pages:

the first two pages and

the next four pages which consist of the Proposal Bid Tab (to be filled out and submitted electronically)

## Spring Lake Park Reserve Unit 16 Savanna 2026-2028 Restoration and Enhancement Bid Tab

Instructions: Dakota County prefers that bidders use the Excel spreadsheet bid tab for submissions because it enables more accurate calculations by the contractor. This format can be provided at the request of the contractor to the Dakota County Project Manager. Alternately, the contractor can print and fill in the Cost per acre/unit quantity and Total Cost columns for each task and unit in the table below.

Unit	Year	Preferred Season	Activity Notes	Acres	Cost/acre	Total Cost
Task a: Tree and shrub removal						
Unit A1	2026 or 2027	winter	Cut and stump treat all woody shrubs and all trees other than bur oaks. Pile burn material. Burn existing brush piles.	0.3		\$
Unit A2	2026 or 2027	winter	Cut and stump treat all woody shrubs and all trees other than bur oaks. Pile burn material. Remove deadfall that is larger than 6 inches in diameter; large woody material that is rotting can be left on site.	2.8		\$
Unit A3	2026 or 2027	winter	Cut and stump treat all woody shrubs and all trees other than bur oaks. Pile burn material. Burn existing brush piles.	0.2		\$
Unit A4	2026 or 2027	winter	Cut and stump treat all woody shrubs and all trees other than bur oaks. Pile burn material. Remove deadfall that is larger than 6 inches in diameter; large woody material that is rotting can be left on site.	2.5		\$
Unit A5	2026 or 2027	winter	Cut and stump treat the following woody species/categories: <ul style="list-style-type: none"> <li>• All woody invasives (<b>Attachment C</b>)</li> <li>• All box elder and maple species and all red cedars except save trees flagged by the County.</li> <li>• All trees &lt;8" dbh in the unit (except bur oaks).</li> <li>• All woody plants from around each bur oak &gt;3" dbh in the unit (a) up to the drip line or (b) out to a 20-foot radius from the main stem of the bur oak, whichever is greater.</li> <li>• Remove deadfall that is larger than 6 inches in diameter; large woody material that is rotting can be left on site.</li> </ul>	11.1		\$
Unit	Year	Preferred Season	Activity Notes	Acres	Cost/acre	Total Cost



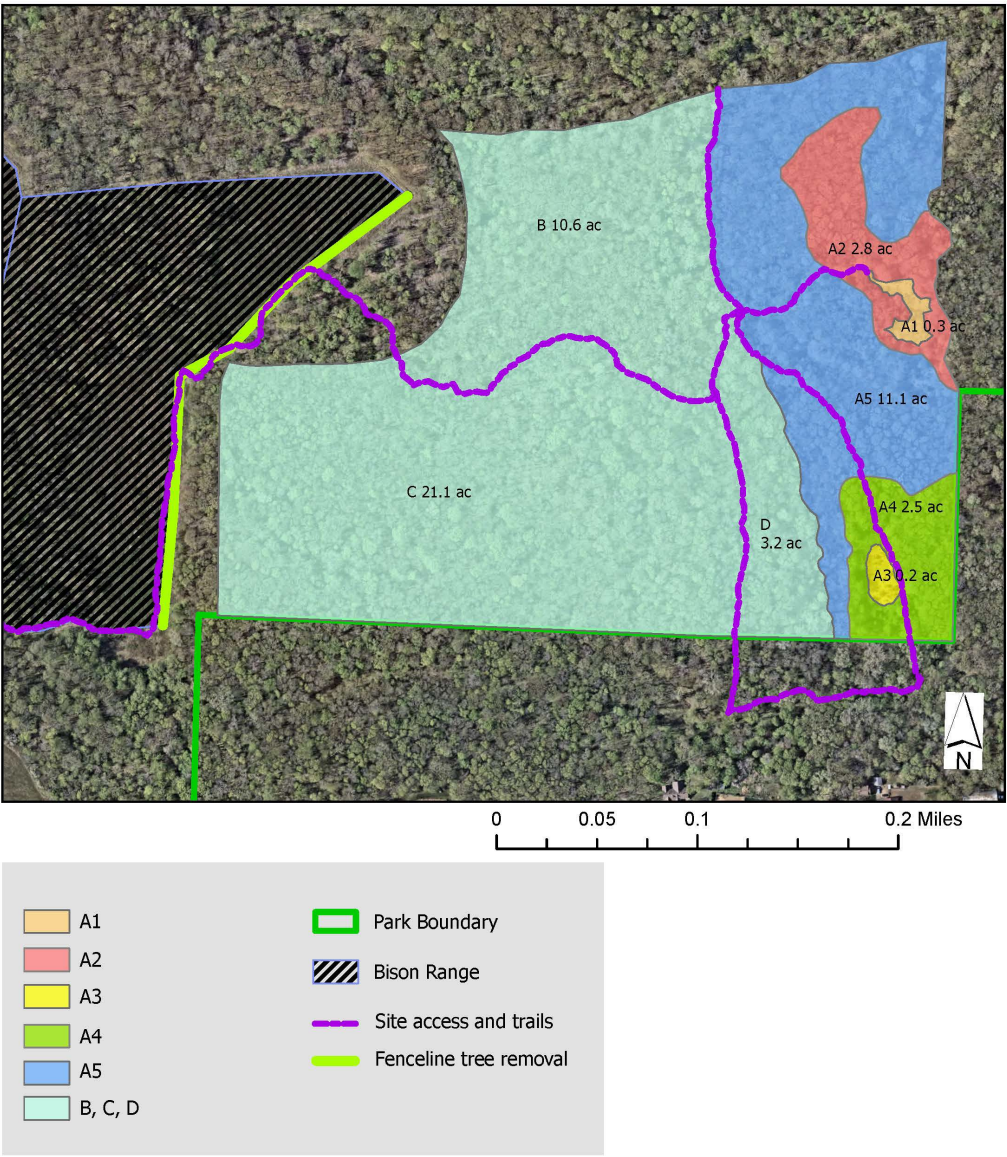
Task b: Prescribed burn						
Unit A (A1-A5)	2027 and/or 2028	spring, fall	Conduct prescribed burns on unit.	17.1		\$
<b>Unit</b>	<b>Year</b>	<b>Preferred Season</b>	<b>Activity Notes</b>	<b>Acres</b>	<b>Cost per acre *per year</b>	<b>Total Cost PER YEAR</b>
Task c: Vegetation management						
A1, A2, A3, A4	(2026), 2027, 2028	fall	Spot foliar treatment of woody resprouts and small diameter trees and shrubs. Spot spray or pull herbaceous invasives.	5.8	*	*\$
A5	(2026), 2027, 2028		Spot foliar treatment of woody resprouts and small diameter trees and shrubs and herbaceous invasives.	11.1	*	*\$
A2, A4	(2026), 2027, 2028		Establishment mowing	5.3	*	*\$
*For Task C only, bid a per-year cost, since number of years of vegetation management will depend on starting year of initial woody removal						
<b>Unit</b>	<b>Year</b>	<b>Preferred Season</b>	<b>Activity Notes</b>	<b>Acres</b>	<b>Cost/acre</b>	<b>Total Cost</b>
Task d: Overseeding						
A2, A4, A5	2026 or 2027	winter	Post tree-clearing seeding	16.4		\$
A2, A4, A5	2027 and/or 2028	spring, fall	Post burn seeding	16.4		\$
<b>Alternate Tasks</b>						
<b>Unit</b>	<b>Year</b>	<b>Preferred Season</b>	<b>Activity Notes</b>	<b>Acres or unit</b>	<b>Cost/acre (or unit)</b>	<b>Total Cost</b>

Task e: Tree clearing and thinning						
Bison fenceline	2026, 2027, 2028	winter	Remove all trees and shrubs within 15 feet of east side of bison paddock plus any trees further away that could fall on the fence due to their height and growing angle	390 linear meters		\$
Unit B	2026 or 2027	winter	Cut and stump treat all woody plants from around each bur oak > 5" diameter in the unit (a) up to the drip line or (b) out to a 20-foot radius from the main stem of the bur oak, whichever is greater. Spot foliar treatment of resprouts the year after initial removal.	10.6		\$
Unit C	2027 or 2027a	winter	Cut and stump treat all woody plants from around each bur oak > 5" diameter in the unit (a) up to the drip line or (b) out to a 20-foot radius from the main stem of the bur oak, whichever is greater. Spot foliar treatment of resprouts the year after initial removal.	21.1		\$
Unit D	2028 or 2027	winter	Cut and stump treat all woody plants from around each bur oak > 5" diameter in the unit (a) up to the drip line or (b) out to a 20-foot radius from the main stem of the bur oak, whichever is greater. Spot foliar treatment of resprouts the year after initial removal.	3.2		\$
Task f: Understory invasives removal						
Unit B	2026, 2027, 2028	spring, fall	Cut and treat all nonnative shrubs (Attachment C). Spot foliar treatment of resprouts the year after initial removal.	10.6		\$
Unit C	2026, 2027, 2028	spring, fall	Cut and treat all nonnative shrubs (Attachment C). Spot foliar treatment of resprouts the year after initial removal.	21.1		\$
Unit D	2026, 2027, 2028	spring, fall	Cut and treat all nonnative shrubs (Attachment C). Spot foliar treatment of resprouts the year after initial removal.	3.2		\$
Task g: Understory herbaceous invasive removal						
Unit B	2026, 2027, 2028	spring, summer, fall	Spot treatment or hand pulling of all herbaceous invasive species ( <b>Attachment D</b> ). Spot spray or pull second-year garlic mustard prior to seed set.	10.6		

Unit C	2026, 2027, 2028	spring, summer, fall	Spot treatment or hand pulling of all herbaceous invasive species <b>(Attachment D)</b> . Spot spray or pull second-year garlic mustard prior to seed set.	21.1	
Unit D	2026, 2027, 2028	spring, summer, fall	Spot treatment or hand pulling of all herbaceous invasive species <b>(Attachment D)</b> . Spot spray or pull second-year garlic mustard prior to seed set.	3.2	

ATTACHMENT B: Work Unit Map

Work Units



## ATTACHMENT C: List of Woody Species Designated for Removal

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
<i>Acer ginnala</i>	Amur maple	Remove all. Treat stumps with systemic herbicide.
<i>Acer platanoides</i>	Norway maple	Remove all. Treat stumps with systemic herbicide.
<i>Berberis thunbergii</i>	Japanese barberry	Remove all. Treat stumps with systemic herbicide.
<i>Caragana arborescens</i>	Siberian peashrub	Remove all. Treat stumps with systemic herbicide.
<i>Celastrus orbiculatus</i>	Oriental bittersweet	Remove all. Treat stumps with systemic herbicide.
<i>Eleagnus angustifolia</i>	Russian olive	Remove all. Treat stumps with systemic herbicide.
<i>Eleagnus umbellata</i>	Autumn olive	Remove all. Treat stumps with systemic herbicide.
<i>Euonymus alatus</i>	Winged euonymus	Remove all. Treat stumps with systemic herbicide.
<i>Frangula alnus</i>	Glossy buckthorn	Remove all. Treat stumps with systemic herbicide.
<i>Lonicera x bella</i>	Showy fly honeysuckle	Remove all. Treat stumps with systemic herbicide.
<i>Lonicera morrowii</i>	Morrow's honeysuckle	Remove all. Treat stumps with systemic herbicide.
<i>Lonicera tatarica</i>	Tartarian honeysuckle	Remove all. Treat stumps with systemic herbicide.
<i>Lonicera xylosteum</i>	European fly honeysuckle	Remove all. Treat stumps with systemic herbicide.
<i>Morus alba</i>	White mulberry	Remove all. Treat stumps with systemic herbicide.
<i>Populus alba</i>	White poplar, European poplar	Remove all. Treat stumps with systemic herbicide.
<i>Rhamnus cathartica</i>	Common buckthorn	Remove all. Treat stumps with systemic herbicide.
<i>Robinia pseudoacacia</i>	Black locust	Remove all. Treat stumps with systemic herbicide.

<i>Rosa multiflora</i>	Multiflora rose	Remove all. Treat stumps with systemic herbicide.
<i>Sorbus aucuparia</i>	European mountain-ash	Remove all. Treat stumps with systemic herbicide.
<i>Ulmus americana</i>	American elm	Reduce per owner's instructions. Treat stumps with systemic herbicide.
<i>Ulmus pumila</i>	Siberian elm	Remove all. Treat stumps with systemic herbicide.

## ATTACHMENT D: Herbaceous Exotic Species List

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
Alliaria petiolata	Garlic mustard	Control aggressively
Arctium minus	Common burdock	Control aggressively
Berteroa incana	Hoary alyssum	Control
Cardamine impatiens	Narrow-leaf bittercress	Control aggressively
Centaurea spp.	Knapweed	Control
Cirsium arvense	Canada thistle	Control aggressively
Echinochloa muricata	Barnyard grass	Control
Elymus repens	Quack grass	Monitor. Control if necessary.
Hesperis matronalis	Dame's rocket	Control aggressively
Lotus corniculatus	Birds foot trefoil	Control
Melilotus alba	White sweet clover	Control
Phalaris arundinacea	Reed canary grass	Control aggressively
Poa pratensis	Kentucky bluegrass	Control
Rumex crispus	Curly dock	Control
Saponaria officinalis	Soapwort (Bouncing Bet)	Control aggressively
Securigera varia	Crown vetch	Control aggressively
Setaria spp.	Foxtail grasses	Monitor. Control if necessary.

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
Solanum dulcamara	Bittersweet nightshade	Control aggressively
Verbascum thapsus	Mullein	Control

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



## ATTACHMENT E: STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign

qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

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

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

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

## ATTACHMENT F: INSURANCE TERMS

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

### APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

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

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy). Coverage under such policy may

be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

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

☐ 3. Professional Liability

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

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

☒ 4. Automobile Liability.

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

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

☐ 5. Network Security and Privacy Liability.

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

☒ 6. Pollution Liability

Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Pollution Liability insurance shall be written in an amount of at least

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

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

☒ 7. Evidence of Insurance.

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

☒ 8. Insurer: Policies.

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

☒ 9. Release and Waiver.

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

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

## ATTACHMENT G: SAMPLE CONTRACT

*Dakota County Contract #DCA*

### **SAMPLE**

#### **CONTRACT BETWEEN THE COUNTY OF DAKOTA**

#### **AND [CONTRACTOR]**

#### **FOR [SERVICE]**

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

**WHEREAS**, the County requires services 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; and

**WHEREAS**, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contract and Contractor's Choose an item. dated (“Contractor's Proposal”), attached and incorporated as Exhibit 2; and

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

#### **1. TERM**

This Contract is effective and enforceable [on 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 services generally described in the **Choose an item.** and Contractor's Proposal (collectively, "Services").
- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [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. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.7. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor's business, to continue Services under the Contract the Contractor must receive written consent from the County permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor's successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

### **3. PAYMENT**

- 3.1. Total Cost. County will pay Contractor a total amount not to exceed [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.
- 3.2. Compensation. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.
- 3.3. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.
- 3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.
- 3.6. Payment for Unauthorized Claims.
- A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
- B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.

- C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
- D. The County may offset any overpayment or disallowance of claim by reducing future payments.

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

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit Attachment Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance

with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with section 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

## **5. INDEPENDENT CONTRACTOR STATUS**

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

## **6. NOTICES**

6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:

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

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

## **7. INDEMNIFICATION**

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

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

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

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

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

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

- 7.2. Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.
- 7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
- A. Any demand, action, suit, or proceeding against the party providing Notice; or
  - B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.
- 7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County to undertake control of the defense.

## **8. INSURANCE**

Contractor shall maintain policies of insurance as set forth in Exhibit                      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.

## **9. SUBCONTRACTING**

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

9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the County in writing, subject to the following:

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

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

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

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

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

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

## **10. FORCE MAJEURE**

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

## **11. DEFAULT**

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

## **12. TERMINATION**

- 12.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
  - B. Failure to perform Services or provide payment within the time specified in this Contract;



- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
- E. The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

12.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.

12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:

- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with County with any transition of Services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.

- E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
- F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

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

12.7. Effect of Termination for Cause or without Cause.

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

### **13. CONTRACT RIGHTS AND REMEDIES**

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

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

#### 14. AUTHORIZED REPRESENTATIVE

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

**To 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, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office

Civil Division

1560 Highway 55

Hastings, Minnesota 55033.

## **15. LIAISON**

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

Contractor Liaison: [Name]

County Liaison: [Name]

Telephone: [Telephone Number]

Telephone: [Telephone Number]

Email Address: [Email Address]

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. MERGER**

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

19.2. Exhibits. The following Exhibits and addenda (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

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

## **20. CONFIDENTIALITY**

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

20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.

20.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.

20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute waiver of any claim or cause of action for breach of contract.

20.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.

20.6. This section survives expiration or termination of this Contract.

## **21. ELECTRONIC SIGNATURES**

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

## **22. CONTRACT INTERPRETATION AND CONSTRUCTION**

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

## **23. WAGE WITHHOLDING TAX**

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

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

COUNTY OF DAKOTA	CONTRACTOR
	<i>(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)</i>
By: SAMPLE	
[Name, Title]	By: SAMPLE
[Department]	Signature
Date of Signature: SAMPLE	SAMPLE
	Title
	Date of Signature: SAMPLE

Contract Number:      DCA



## ATTACHMENT H: NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

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

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or

A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or

A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

V.7 Revised: MMH (06-19)

## ATTACHMENT I: TRADE SECRET FORM

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

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

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

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

**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 J: STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

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

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

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

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

By signing this statement, I, \_\_\_\_\_, \_\_\_\_\_

*(typed or printed name)*

*(title)*

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

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

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

Signed: \_\_\_\_\_

*(bidder or authorized representative)*

*Date*

*Responsible Contractor Certificate (RCC) 01/15*

**SIGNATURES ON YOUR BID/PROPOSAL/QUOTE RESPONSE (NON-COLLUSION, TRADE SECRET, BID/PROPOSAL/QUOTE FORMS, ETC.) REQUIRE A 'WET' SIGNATURE OR DOCUSIGN ELECTRONIC SIGNATURE. Submit this form as part of the Bid response.**



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



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

**Construction Type: Commercial**

**County Number: 19**

County Name: DAKOTA

Effective: 2024-12-23    Revised: 2025-03-24

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

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

Violations should be reported to:

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

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

**County: DAKOTA (19)**

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

101	LABORER, COMMON (GENERAL LABOR WORK)
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2024-12-23
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43.39
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24.74
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68.13
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<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-12-23	43.39	24.74	68.13
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-12-23	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
104*	FLAG PERSON	2024-12-23	43.39	24.74	68.13
105*	WATCH PERSON	2024-12-23	39.76	24.39	64.15
106*	BLASTER	2024-12-23	34.26	18.54	52.80
107	PIPELAYER (WATER, SEWER AND GAS)	2024-12-23	45.13	24.74	69.87
		2025-05-01	47.50	26.12	73.62
108*	TUNNEL MINER	2024-12-23	43.13	24.24	67.37
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-12-23	43.13	24.74	67.87
		2025-05-01	45.50	26.12	71.62
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2024-12-23	43.39	24.74	68.13
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-12-23	43.39	24.74	68.13

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	2024-12-23	46.99	25.20	72.19
202	BOOM TRUCK	2024-12-23	46.51	26.40	72.91
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2024-12-23	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
204	OFF-ROAD TRUCK	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVIEWWAGE@STATE.MN.US">DLI.PREVIEWWAGE@STATE.MN.US</a>			
205*	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-12-23	37.05	19.39	56.44
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>					
<b>GROUP 2 *</b>		2024-12-23	45.61	26.90	72.51
		2025-05-05	47.24	29.40	76.64
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3 *</b>		2024-12-23	45.01	26.90	71.91



<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
	2025-05-05	46.61	29.40	76.01
309 ASPHALT BITUMINOUS STABILIZER PLANT				
310 CABLEWAY				
312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316 LOCOMOTIVE CRANE OPERATOR				
320 TANDEM SCRAPER				
322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4 *</b>	2024-12-23	44.67	26.90	71.57
	2025-05-05	46.25	29.40	75.65
323 AIR TRACK ROCK DRILL				
324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325 BACKFILLER OPERATOR				
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				
334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336 CURB MACHINE				
337 DIRECTIONAL BORING MACHINE				
338 DOPE MACHINE (PIPELINE)				
340 DUAL TRACTOR				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
341 ELEVATING GRADER				
345 GPS REMOTE OPERATING OF EQUIPMENT				
347 HYDRAULIC TREE PLANTER				
348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)				
349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)				
350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE				
352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE				
354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE				
356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES				
357 PUGMILL				
359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
360 SCRAPER				
361 SELF-PROPELLED SOIL STABILIZER				
362 SLIP FORM (POWER DRIVEN) (PAVING)				
363 TIE TAMPER AND BALLAST MACHINE				
365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)				
367 TUB GRINDER, MORBARK, OR SIMILAR TYPE				
<b>GROUP 5 *</b>	2024-12-23	41.36	26.90	68.26
	2025-05-05	42.77	29.40	72.17
370 BITUMINOUS ROLLER (UNDER EIGHT TONS)				
371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)				
372 FORM TRENCH DIGGER (POWER)				
375 HYDRAULIC LOG SPLITTER				
376 LOADER (BARBER GREENE OR SIMILAR TYPE)				
377 POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379 POWER ACTUATED JACK				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384 STUMP CHIPPER AND TREE CHIPPER				
385 TREE FARMER (MACHINE)				
<b>GROUP 6 *</b>	2024-12-23	40.02	26.40	66.42
387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389 DREDGE DECK HAND				
391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393 LEVER PERSON				
395 POWER SWEEPER				
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
<b>COMMERCIAL POWER EQUIPMENT OPERATOR</b>				
<b>GROUP 1</b>	2024-12-23	51.03	26.90	77.93
	2025-05-05	51.03	29.40	80.43
501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 2</b>	2024-12-23	50.64	26.90	77.54
	2025-05-05	50.64	29.40	80.04
504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 3</b>	2024-12-23	49.05	26.90	75.95
	2025-05-05	49.05	29.40	78.45
508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511 STATIONARY TOWER CRANE UP TO 200 FEET				
512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 4</b>	2024-12-23	48.68	26.90	75.58
	2025-05-05	48.68	29.40	78.08
515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519 OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 5</b>	2024-12-23	46.51	26.90	73.41
	2025-05-05	46.51	29.40	75.91
521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526 FRONT END, SKID STEER 1 C YD AND OVER				
527 HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 6</b>	2024-12-23	44.82	26.90	71.72
	2025-05-05	44.82	29.40	74.22
535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537 FRONT END, SKID STEER UP TO 1 C YD				
538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
<b>GROUP 7</b>	2024-12-23	43.55	26.90	70.45
	2025-05-05	43.55	29.40	72.95
541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
<b>GROUP 8</b>	2024-12-23	41.28	26.90	68.18
	2025-05-05	41.28	29.40	70.68
548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549 GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
<b>TRUCK DRIVERS</b>				
<b>GROUP 1</b>	2024-12-23	32.85	9.02	41.87
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
<b>GROUP 2 *</b>	2024-12-23	38.39	23.70	62.09
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
<b>GROUP 3 *</b>	2024-12-23	16.85	6.49	23.34
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				

<u>LABOR CODE AND CLASS</u>		<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
<b>GROUP 4</b>		2024-12-23	25.50	9.42	34.92
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2024-12-23	53.19	31.95	85.14
		2025-06-09	57.24	31.95	89.19
702	BOILERMAKERS	2024-12-23	46.00	31.93	77.93
		2025-01-01	48.35	31.93	80.28
703	BRICKLAYERS	2024-12-23	48.23	26.53	74.76
704	CARPENTERS	2024-12-23	45.54	29.34	74.88
		2025-01-01	45.54	29.34	74.88
705	CARPET LAYERS (LINOLEUM)	2024-12-23	45.25	26.98	72.23
		2025-01-01	45.25	26.98	72.23
706	CEMENT MASONS	2024-12-23	48.21	24.97	73.18

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
707 ELECTRICIANS	2024-12-23	53.91	36.48	90.39
	2025-05-01	58.31	36.48	94.79
708 ELEVATOR CONSTRUCTORS	2024-12-23	59.95	44.53	104.48
	2025-01-01	62.52	45.36	107.88
709 GLAZIERS	2024-12-23	48.98	26.75	75.73
710 LATHERS	2024-12-23	47.00	26.85	73.85
	2025-01-01	47.00	26.85	73.85
712 IRONWORKERS	2024-12-23	44.85	35.72	80.57
714 MILLWRIGHT	2024-12-23	41.66	35.40	77.06
	2025-01-01	41.66	35.40	77.06
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-12-23	44.00	27.69	71.69
716* PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-12-23	45.71	29.73	75.44
	2025-01-01	45.71	29.73	75.44
	2025-05-01	49.46	30.23	79.69
717 PIPEFITTERS . STEAMFITTERS	2024-12-23	55.94	34.50	90.44
718 PLASTERERS	2024-12-23	47.93	25.34	73.27



<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
719 PLUMBERS	2024-12-23	55.80	32.45	88.25
	2025-05-01	60.35	32.45	92.80
720 ROOFER	2024-12-23	45.70	24.84	70.54
721 SHEET METAL WORKERS	2024-12-23	53.71	34.57	88.28
	2025-05-01	57.96	34.57	92.53
722 SPRINKLER FITTERS	2024-12-23	55.31	34.95	90.26
	2025-06-01	59.81	34.85	94.66
723* TERRAZZO WORKERS	2024-12-23	46.27	26.64	72.91
724* TILE SETTERS	2024-12-23	42.76	30.32	73.08
725* TILE FINISHERS	2024-12-23	35.15	24.36	59.51
726 DRYWALL TAPER	2024-12-23	41.72	29.72	71.44
727 WIRING SYSTEM TECHNICIAN	2024-12-23	47.73	22.24	69.97
	2025-07-01	51.07	23.52	74.59
728 WIRING SYSTEMS INSTALLER	2024-12-23	33.44	17.82	51.26
	2025-07-01	35.78	18.73	54.51
729 ASBESTOS ABATEMENT WORKER	2024-12-23	39.86	24.61	64.47

<u>LABOR CODE AND CLASS</u>	<u>EFFECT DATE</u>	<u>BASIC RATE</u>	<u>FRINGE RATE</u>	<u>TOTAL RATE</u>
	2025-01-01	41.23	25.49	66.72
	2025-05-01	41.23	25.99	67.22
	2024-12-23	34.69	19.88	54.57
	2025-06-01	37.19	19.88	57.07
730 SIGN ERECTOR				