# Seidl's Lake Park 2026 to 2027 Restoration and Enhancement Request for Proposal

**Release Date:** Friday, April 10, 2026

**Pre-Bid Meeting:** 11:00am on Tuesday, April 14, 2026

At Seidl's Lake Park, Blaine Ave, Inver Grove Heights, MN

**Proposal Due Date:** 4:00pm on Friday, April 24, 2026

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651-456-8015

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# INTRODUCTION AND PROGRAM DESCRIPTION

## General Background

Dakota County is soliciting bids to conduct ecological restoration and management activities at Seidl's Lake Park, a 37-acre park cooperatively owned and managed by the cities of South St. Paul (7 acres) and Inver Grove Heights (30 acres) in northern Dakota County, Minnesota. This project will focus on the southern portion of the park's natural areas, owned by the City of Inver Grove Heights. The south entrance to the site is located along Blaine Avenue.

Woodlands with small pocket wetlands create the uplands of the park which surround Seidl's Lake, a landlocked 6.5-acre DNR-protected waterbody. A paved trail, installed in 2024, passes along the east side of the lake.

Broadly, Seidl's Lake Park can be described as a mature woodland encircling a small urban lake with small pocket wetlands. The secondary growth tree species— black walnut, green ash, box elder, Eastern cottonwood, pin oak, and Siberian elm— are the dominant trees in the primarily closed canopy, but small open areas associated with the small wetlands or intentional clearing are present. As is common in many woodlands, invasive species such as common buckthorn, Tatarian honeysuckle, and garlic mustard have greatly altered the respective shrub layer and herbaceous plant composition within the park. With dense shade and aggressive growth, these plants have displaced a more diverse understory typical of oak woodlands. Invasive earthworms, through rapid consumption of organic material in the soil profile, are contributing to both soil loss and the absence of conditions that would otherwise support a more abundant and diverse herbaceous plant community.

## Program Objectives

Seidl's Lake Park is located southwest of the intersection of 4th Street and 13th Avenue South in South St. Paul and north of Blaine Avenue in Inver Grove Heights.

The objectives of this project are to reduce or eliminate populations of woody and herbaceous invasive plant species, increase the diversity of existing plant communities, reestablish native plant communities, and address soil degradation and erosion. Restoration tasks will consist of removing woody invasive species and broadleaf weeds from woodland units, addressing non-native grasses and herbaceous weeds in the pocket wetlands and grassy openings, and reinforcing slopes to prevent erosion. Removal of invasive species will be followed by reintroduction and reestablishment of native and climate-resilient plant species.

A 2023 natural resources management plan written by Friends of the Mississippi River (FMR) guides this work, which is being undertaken in collaboration with the City of Inver Grove Heights and Dakota County.

**The submitted proposal will include**:

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

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

## Site Access

Site access is available from Blaine Avenue to the South and 4th Street to the North of the park. A paved trail provides access through the heart of the park, following the east side of Seidl's Lake.

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

# SCOPE OF SERVICES

## Tasks and Schedule

### Task a. Tree and Shrub Removal

| Unit | Year | Preferred Season | Tree and Shrub Removal (Task a) Activity Notes | Acres |
|---|---|---|---|---|
| 1 | 2026 | Fall/Winter | Cut/stump treat sparse buckthorn. Scatter material in low density areas, create habitat piles in denser areas where needed. Cut and stump treat roundleaf bittersweet where stem diameter allow. | 2.4 |
| 5 | 2026 | Fall/ Winter | Cut/stump treat all undesirable woody species within pond buffers. | 0.6 |
| 7 | 2026 | Fall/Winter | Cut and stump treat non-native woody species. Girdling larger trees and shrubs is acceptable so long as fell area does not cross into private property. Scatter small material, pile in denser areas. | 0.7 |
| 8 | 2026 | Fall/ Winter | Cut/stump treat all undesirable woody species within pond buffers. | 0.7 |
| 9 | 2026 | Fall/Winter | Cut/stump treat buckthorn. Pile burn or chip material, including existing buckthorn piles in the unit. | 1.7 |
| 12 | 2026 | Fall/ Winter | Cut/stump treat all undesirable woody species within pond buffers. | 0.4 |

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

Dispose of material according to the instructions in the table above.

**Penalties**

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

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

### Task b. Site Preparation and Seeding

| Unit | Year | Preferred Season | Prepare Units and Seed (Task b) Activity Notes | Acres |
|---|---|---|---|---|
| 1 | 2026 | Fall/Winter | Hand-broadcast seeding of simple graminoid seed mix (buckthorn replacement mix). FMR provides seed. | 3.2 |
| 6 | 2026 | Summer/Fall | Prep unit for seeding, addressing compacted top soil. Contractor to propose methods (see proposal questions above).<br><br>Seed native prairie mix, FMR provides seed. | 0.5 |
| 7 | 2026 | Summer/Fall | Conduct two prep sprays to address non-native cover. Scalp mow (or propose alternative methods) to prep unit for seeding.<br><br>Seed upland dry prairie mix, FMR provides seed. | 0.7 |
| 9 | 2026 | Fall/Winter | Hand-broadcast seeding of simple graminoid seed mix (Buckthorn Replacement Mix) following buckthorn cutting. FMR provides seed. | 2.2 |

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

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

### Task c. Tree and Shrub Planting

| Unit | Year | Preferred Season | Tree and Shrub Planting (Task c) Activity Notes | Plants |
|---|---|---|---|---|
| 9 | 2027 | Spring | Plant 100 bare root native trees and shrubs within buckthorn removal areas. (Black chokeberry, red-osier dogwood, red elderberry, ironwood). | 100 |
| 10 | 2027 | Spring | Plant 100 bare root native trees and shrubs within buckthorn removal areas. (Black chokeberry, red-osier dogwood, red elderberry, ironwood). | 100 |
| 11 | 2027 | Spring | Plant 100 bare root native trees and shrubs within buckthorn removal areas. (Black chokeberry, red-osier dogwood, red elderberry, ironwood). | 100 |

*Shrub Planting*

Shrubs are to be planted throughout the unit and watered thoroughly on the day of planting. Caging or other forms of protection are not required.

### Task d. Establishment Management – Invasive Species Control ***(Through 6/30/27)***

### Alternate Tasks

| Unit | Year | Preferred Season | Alternate Tasks Activity Notes | Acres/ *Plants |
|---|---|---|---|---|
| 1 | 2027 | Spring | Plant 200 bare root native trees and shrubs within buckthorn removal areas. (Black chokeberry, red-osier dogwood, red elderberry, ironwood). | 200* |
| 2 | 2026 | Any | Use cut/downed material to install natural wood erosion bars in gullies and on bare slopes near trail edge to slow runoff flow and retain soil. Priority areas to be discussed with FMR. | 0.8 ac |
| 4 | 2027 | Spring | Plant 200 bare root native trees and shrubs within buckthorn removal areas. (Black chokeberry, red-osier dogwood, red elderberry, ironwood). | 200* |
| 4 | 2026 | Any | Use cut/downed material to install natural wood erosion bars in gullies and on bare slopes near trail edge to slow runoff flow and retain soil. Priority areas to be discussed with FMR. | 5.5 ac |

| | | | | |
|---|---|---|---|---|
| 11 | 2026 | Any | Use cut/downed material to install natural wood erosion bars in gullies and on bare slopes near trail edge to slow runoff flow and retain soil. Priority areas to be discussed with FMR. | 1.7 ac |

***Alternative Tasks- 07/01/27 - 12/31/27 Pending Funding Availability***

| Unit | Year | Preferred Season | **Prepare Units and Seed (Task b)**<br>*Follow specifications from Task B, above* | Acres |
|---|---|---|---|---|
| 2 | 2027 | Fall/Winter | Interseed or snow seed native seed mix, provided by FMR. | 0.8 |
| 4 | 2027 | Fall/Winter | Interseed or snow seed native seed mix, provided by FMR. Prioritize trail edges and openings. | 2.0 |
| 8 | 2027 | Fall/Winter | Seed pond edge, FMR provides seed. | 0.7 |
| **Unit** | **Year** | **Preferred Season** | **Establishment Management – Invasive Species Control (Task d)**<br>*Follow specifications from Task D, above* | **Acres** |
| 1 | 2027 | Fall | Spot herbicide treatment of resprouted/new germinant buckthorn and other non-native woody species. Monitor for and treat roundleaf bittersweet. | 3.9 |
| 2 | 2027 | Late Summer | Mow reed canary grass and other perennial cool-season grasses twice prior to seed set. Herbicide treatment in late summer. | 0.8 |
| 4 | 2027 | Fall | Spot herbicide treatment of resprouted/new germinant buckthorn and other non-native woody species. | 5.5 |
| 5 | 2027 | Mid and Late Summer | One mid summer mow and one late summer herbicide treatment of weedy species in pond buffer in late summer (use aquatic safe herbicide). | 0.6 |
| 6 | 2027 | Summer | Spot mow/ weed whip weedy patches prior to seed set. Mid to late summer visit. | 0.5 |
| 7 | 2027 | Summer | Mow or spot-spray as needed based on species present. Target spotted knapweed, discuss other targets with FMR. Mid to late summer visit. | 0.7 |
| 8 | 2027 | Mid and Late Summer | One mid summer mow and one late summer herbicide treatment of weedy species in pond buffer in late summer (use aquatic safe herbicide). | 0.7 |

| | | | | |
|---|---|---|---|---|
| 9 | 2027 | Fall | Spot herbicide treatment of resprouted/new germinant buckthorn and other non-native woody species. | 2.2 |
| 10 | 2027 | Fall | Spot herbicide treatment of resprouted/new germinant buckthorn and other non-native woody species. | 2.4 |
| 11 | 2027 | Fall | Spot herbicide treatment of resprouted/new germinant buckthorn and other non-native woody species. | 1.7 |
| 12 | 2027 | Mid and Late Summer | One mid summer mow and one late summer herbicide treatment of weedy species in pond buffer in late summer (use aquatic safe herbicide). | 0.4 |

*Shrub Planting*

Shrubs are to be planted throughout the unit and watered thoroughly on the day of planting. Caging or other forms of protection are not required. Do not plant woody species within 15' of visible stormwater structures.

*Natural Wood Erosion Control Bars*

The goal of these control structures is to slow overland flow of runoff to retain sediment on the slope. Utilize cut material on site to create the control bars. Cut buckthorn (or other downed woody material) poles, 6-12', should be pruned of all side branches and placed along the contour, perpendicular to the slope.

Place the poles between trees or use wooden stakes to secure poles in place. Ensure material is flush with the ground (as much as possible) to effectively disrupt water flow and trap sediment.

Poles should be placed in an alternating fashion so that water no longer has a straight downslope path to follow, and the water is forced to slowly meander back and forth between successive logs, reducing the velocity of the runoff, and giving water time to percolate into the soil. For larger slopes, install 1 control bar every 10-20 feet along steep, bare, or exposed slopes. See example photo below.

*Staking and spacing example from CSU extension.*

**Invoice Schedule**

The Owner will make payments as follows:

For most restoration tasks, payments will be made at COUNTY-designated checkpoints, following successful completion of the restoration/enhancement task and attainment of associated performance standards. For establishment management (task d) invoicing will be completed quarterly.

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

## General Specifications

### Use of the Site

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

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

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

### Equipment

Vehicles are not allowed on steep slopes (greater than 40% grade).
Any rutting of soils or damage to land must be mitigated before final payment will be granted.
Contractors must follow best management practices to avoid bringing weed-seed onto the site.
If equipment, vehicles, gear, or clothing (notably, boots and laces) arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds), or animals, it shall be cleaned by Contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.
The Contractor shall dispose of material cleaned from equipment and clothing at a location determined by the County. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally disposed of offsite.
The Contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

### Herbicide and Applicators

Herbicide applicators must be state-certified.
DNR Operational Order 59 (Pesticides and Pest Control: http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_59.pdf) and appropriate discipline guidelines must be followed when working on all lands and waters, regardless of ownership.
Herbicide application must follow industry standards for temperature and weather conditions, according to label directions and the State of MN Commercial Pesticide Applicator Manual.
Use least toxic herbicide or formula with lowest soil residual; Glyphosate or triclopyr is preferred, (aminopyralid [Milestone] or clopyralid [Transline] is suitable for thistle and legumes, but CONTRACTOR must first consult with

DAKOTA COUNTY before applying these or any other herbicides). Aquatic formula is required when applying within 100 feet of a wetland.
Agri-Dex (Helena) or Activator-90 (Loveland) are the **only** surfactants to be added to herbicides mixes applied on or near water. Consult with DAKOTA COUNTY for approval to use other products.
As much as possible, herbicides should be applied when there is some biological activity in the plant (e.g. Apr-Nov).
Avoid windy days and ensure a rain-free period of at least 3 hours after application.
Approved signage to advise park visitors of herbicide use shall be placed in strategic locations.
Only herbicide additives that are explicitly approved as herbicide additives are allowed. Prohibited additives include, but are not limited to kerosene, diesel, and anti-freeze/ethylene glycol.
*Take maximum care to avoid chemical drift or contact with non-target plants*.
A copy of the record of all pesticide/herbicide applications shall be submitted to DAKOTA COUNTY. Submitting records with invoices is acceptable.

## Non-native woody plants – general specs

Cutting method: Cut stems as close to the ground as possible—not to exceed 2" from the ground. Stems shall be cut flat. If significant snow depth is present, CONTRACTOR shall discuss appropriate height with DAKOTA COUNTY. Cut stems shall be immediately treated with herbicide to prevent resprouting. Exceptions may apply – consult first with DAKOTA COUNTY.
Dye: Use dye with herbicide so CONTRACTOR and DAKOTA COUNTY can see what was treated.
Herbicide application: Use herbicide conservatively – avoid overspray (dauber applicator preferred).
Herbicide type: Triclopyr ester (i.e., Garlon 4 Ultra or Garlon 3a) or glyphosate preferred unless otherwise approved by DAKOTA COUNTY. If oil-based herbicide is approved for stump treatment, dauber applicator is preferred. Before applying herbicides, first discuss with DAKOTA COUNTY.
Protection of desirable existing vegetation shall be the responsibility of the CONTRACTOR during woody plant removal and any burning of brush piles. CONTRACTOR shall be liable for remedying damage to existing desirable vegetation. Damage to desirable woody vegetation (as agreed upon by CONTRACTOR and DAKOTA COUNTY) will be penalized at a rate of up to $10 per inch-dbh or per stem, whichever is higher.
Brush stacking: In wooded areas, stack brush (for future burning, where instructed) in openings where heat will not damage standing tree trunks or branches. Avoid making brush piles on existing native prairie or good quality woodland. Avoid steep slopes. Seek disturbed areas or stumps of cut brush/trees.
Brush burning: Brush can be stacked and burned at same time as cutting if conditions for burning are suitable. CONTRACTOR is responsible for obtaining all necessary permits for burning brush piles. Any ash from burn piles must be dispersed by CONTRACTOR. In certain circumstances when feasible and agreed upon by CONTRACTOR, DAKOTA COUNTY may request piles be burned in COUNTY provided biochar kilns. Specific instructions will be provided.
With DAKOTA COUNTY approval, where brush is very small and/or very sparse, it can be cut small (<1" diameter and <3 ft. lengths), scattered, and left lying in woods. However, brush must lie flat, preferably in contact with the soil, and be easy to walk through (defined in the field, as agreed upon by CONTRACTOR and DAKOTA COUNTY).
Unless determined otherwise by DAKOTA COUNTY, only use heavy equipment for woody removal work on frozen ground.

### Non-native herbaceous plants - general specs

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

## Performance Standards

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

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

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

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

# General Instructions for the Contractor

## Contact Person

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

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

Chris Klatt
Dakota County Parks Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Email: Chris Klatt Email (christian.klatt@co.dakota.mn.us)

952-891-7947

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

## Questions

Questions regarding this RFP must be submitted by email and must be received no later than **4/17/26 at 2 pm.**

Responses to the questions submitted will be posted on the County's website no later than **4/20/26 at noon,** at Doing Business – Requests For Bids, Proposals and Information:
http:/www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx

## Addenda/Clarifications

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

No verbal modification will be binding.

## Examination of Proposal Documents

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

## Prevailing Wages

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

## Pre-Contractual Expenses

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

## Contract Award

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

## Public Records and Requests for Confidentiality

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

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

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

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

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

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

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

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

## Joint Offers

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

## Dakota County Rights

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

Reject any or all proposals if such action is in the public interest;

Cancel the entire RFP;

Issue a subsequent RFP;

Remedy technical errors in the RFP process;

Appoint evaluation committees to review proposals;

Negotiate with any, all, or none of the RFP respondents; and

Reject and replace one or more subcontractors.

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

# Submission of Proposals

## Proposal Submittal

The Contractor must review the attached specifications, scope of services, and exhibits and submit one electronic copy of the proposal by **4:00pm on 4/24/26** to Email Address: parksbids@co.dakota.mn.us.

## Proposal Format

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

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

## Proposal Contents

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

### Letter of Transmittal

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

Include, at a minimum, the following:

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

### Firm Introduction

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

### Contractor Team Organization

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

### Qualifications and Experience

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

Copy of certification of Commercial Pesticide Applicator's license for all of those who may be apply herbicide under the duration of the project.
Copy of certification for burn training for all those that would be on a burn crew
Contractor will provide evidence of qualifications of burn boss, including training, experience (years and number of burns), and history (any escapes or other burn incidents)
Burn boss has led burns of similar complexity with similar fuel types (ideally, RxB3)
Crew leaders must be trained (S130-S190), and certifications must be provided.

## Narratives

The submitted proposal will include:

A narrative detailing the proposed methodology for preparing unit 6, a compacted unit with sparse grass cover, for seeding and native grassland establishment.
A narrative describing the Contractor's proposed methodology for tracking and communicating work accomplished and ensuring quality control and adherence to performance standards for all work outlined in this RFP.

## Proposal Bid Tab and Proposal Bid Form

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

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

## Conflict of Interest

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

## Trade Secret Information

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

## Responsible Contractor Certificate

The Contractor must fill out and sign Attachment K: 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 G of this RFP sets forth the Dakota County standard Contract Terms and General Conditions. Proposals should indicate the firm's willingness to agree to such provisions.

**Registration and Good Standing**

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

### Proposal Evaluation Criteria

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

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

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

## Timeline and Budget

### Program Timeline and Extension(s)

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of County staff. The initial term of the contract to be awarded under this RFP is anticipated to be upon execution through **December 31, 2027**, but may be adjusted to accommodate unforeseen delays.

Release: 4/10/26
Pre-bid Meeting: 4/14/26 at 11 am
Questions Due: 4/17/26 at 2 pm
Responses to Questions Posted: 4/20/26 at 9 am
Proposals Due: 4/24/26 at 4 pm
Proposal Review and Contractor Selection: 4/27/26
County Board Approval of Contract: 5/19/26
Anticipated Contract Start Date: June 2026
Contract End Date: 6/30/2027

## Budget and Payment

### Contractor Budget

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

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

### Payment for Services

The Owner will make payments as follows:

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

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

# ATTACHMENT A: PROPOSAL FORM

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

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

PROJECT: **Seidl's Lake Park 2026-27 Restoration and Enhancement**

PROPOSAL OF:_____(full corporate name)

ADDRESS:_____

CITY, STATE, ZIP:_____

TELEPHONE:_____ FAX:_____

EMAIL:_____

Name of Project Manager Contact: _____

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

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

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

Amount in writing: _____

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

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

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

Indicate Addenda received: _____

**Page 1 of 6 of Proposal Form**

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

Please print:

Legal Name of Company:_____

Address:_____

Name and Title of Authorized Agent:_____

Signature:_____

Date:_____

Incorporated in the State of: _____

Federal Tax ID #: _____

Indicate type of company:

_____

*(Corporation/partnership/sole proprietorship)*

This Proposal Bid Form contains a total of six pages:

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

**Seidl's Lake Restoration Proposal Bid Tab**

| Seidl's Lake Park Restoration Project | | | | | | |
|---|---|---|---|---|---|---|
| Instructions: Fill ONLY the yellow highlighted cells on this bid tab. Bids for individual tasks MUST add up to the lump sum base bid. Annual costs in the proposed invoicing schedule must add up to the total task cost in Column E. | | | | | | |
| **BASE BID:** | | | | | | |
| **Tasks and Work Units** | **Qty** | **Unit** | **Unit Cost** | **Cost** | **2026** | **2027** |
| **A. Tree and Shrub Removal** | | | | | **Complete task by 5/1/27** | |
| Unit 1 | 2.4 | ac | | $ - | | |
| Unit 5 | 0.6 | ac | | $ - | | |
| Unit 7 | 0.7 | ac | | $ - | | |
| Unit 8 | 0.7 | ac | | $ - | | |
| Unit 9 | 1.7 | ac | | $ - | | |
| Unit 12 | 0.4 | ac | | $ - | | |
| **Subtotal:** | **6.5** | **ac** | | **$ -** | $ - | |
| **B. Prairie/Meadow/Shoreline - Site Preparation and Seeding** | | | | | **Complete task by 6/30/27** | |
| Unit 1 | 3.2 | ac | | $ - | | |
| Unit 6 | 0.5 | ac | | $ - | | |
| Unit 7 | 0.7 | ac | | $ - | | |
| Unit 9 | 2.2 | ac | | $ - | | |
| **Subtotal:** | **6.6** | **ac** | | **$ -** | $ - | $ - |
| **C. Tree and Shrub Planting** | | | | | **Complete task by 6/30/27** | |
| Unit 9 | 100 | plants | | $ - | | |
| Unit 10 | 100 | plants | | $ - | | |
| Unit 11 | 100 | plants | | $ - | | |
| **Subtotal:** | **300** | **plants** | | **$ -** | | $ - |
| **D. Establishment Management - Invasives Control** | | | | | **Complete task by 6/30/27** | |
| Unit 1 | 3.9 | ac | | $ - | | |
| Unit 2 | 0.8 | ac | | $ - | | |
| Unit 4 | 5.5 | ac | | $ - | | |
| Unit 5 | 0.6 | ac | | $ - | | |
| Unit 6 | 0.5 | ac | | $ - | | |
| Unit 7 | 0.7 | ac | | $ - | | |
| Unit 8 | 0.7 | ac | | $ - | | |
| Unit 9 | 2.2 | ac | | $ - | | |
| Unit 10 | 2.4 | ac | | $ - | | |
| Unit 11 | 1.7 | ac | | $ - | | |
| Unit 12 | 0.4 | ac | | $ - | | |
| **Subtotal:** | **19.4** | **ac** | | **$ -** | $ - | $ - |
| **BASE BID LUMP SUM** | **36.2** | **ac** | | **$ -** | **$ -** | **$ -** |
| *for establishment management, invoicing will occur quarterly | | | | **$ -** | <- should equal cell above it | |

**Page 3 of 6 of Proposal Form**

| | | | | |
|---|---|---|---|---|
| **ALTERNATE BID:** | | | | |
| **C. Tree and Shrub Planting *(Spring 2027)*** | | | | |
| Unit 1 | 200 | plants | | $ - |
| Unit 4 | 200 | plants | | $ - |
| **Subtotal:** | **400** | **plants** | | **$ -** |
| **E. Erosion Control Bars *(2026)*** | | | | |
| Unit 2 | 0.8 | ac | | $ - |
| Unit 4 | 5.5 | ac | | $ - |
| Unit 11 | 1.7 | ac | | $ - |
| **Subtotal:** | **8.0** | **ac** | | **$ -** |
| **ALT TASKS C AND E SUBTOTAL** | | | | **$ -** |
| **ALTERNATE BID TASKS 7/1/27 - 12/31/27 *Pending funding availability*** | | | | |
| **B. Prairie/Meadow/Shoreline - Seeding *(Fall 2027)*** | | | | |
| Unit 2 | 0.8 | ac | | $ - |
| Unit 4 | 2.0 | ac | | $ - |
| Unit 8 | 0.7 | ac | | $ - |
| **Subtotal:** | **3.5** | **ac** | | **$ -** |
| **D. Establishment Management - Invasives Control *(Mid-Summer/Fall 2027)*** | | | | |
| Unit 1 | 3.9 | ac | | $ - |
| Unit 2 | 0.8 | ac | | $ - |
| Unit 4 | 5.5 | ac | | $ - |
| Unit 5 | 0.6 | ac | | $ - |
| Unit 6 | 0.5 | ac | | $ - |
| Unit 7 | 0.7 | ac | | $ - |
| Unit 8 | 0.7 | ac | | $ - |
| Unit 9 | 2.2 | ac | | $ - |
| Unit 10 | 2.4 | ac | | $ - |
| Unit 11 | 1.7 | ac | | $ - |
| Unit 12 | 0.4 | ac | | $ - |
| **Subtotal:** | **19.4** | **ac** | | **$ -** |
| **ALT TASKS B AND D SUBTOTAL** | | | | **$ -** |
| **ALT BID LUMP SUM** | | | | **$ -** |
| *for establishment management, invoicing will occur quarterly | | | | |

Yellow cells indicate years when County anticipates task activity may occur. Not all yellow cells need to be filled in, but establishment management (i.e., control of invasive species) is expected through end of contract.

Deviations from this anticipated schedule may be allowed if approved by the County in writing.

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

Please print or type (in ink)
CONTRACTOR NAME: _____FEDERAL TAX ID NUMBER: _____

Company Address: _____

City:_____ State:_____ Zip Code: _____

Contact Person:_____ Title:_____

Phone Number:_____ Fax Number:_____email: _____

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

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

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

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.
Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

| _____ | _____ | _____ |
|---|---|---|
| Authorized Signature | Title | Date |

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

V.7 Revised: MMH (06-19)

**Page 5 of 6 of Proposal Form**
**Submit this form as part of the Proposal response**.

# ATTACHMENT C: TRADE SECRET FORM

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

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

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

My bid/proposal **does** contain "trade secret information" because it contains data that:

1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**
   (b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
   (c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

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

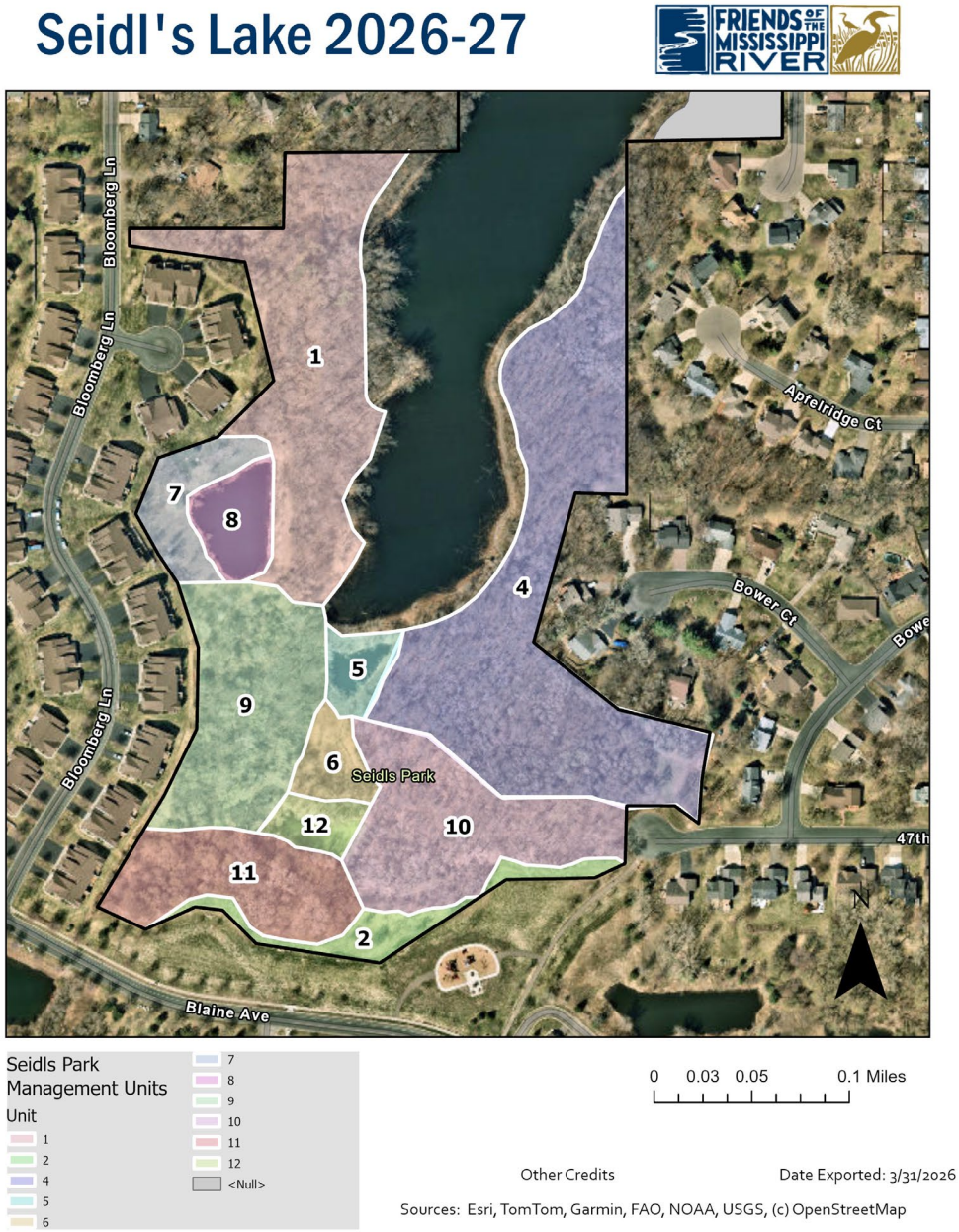
_____ _____ _____

Authorized Signature Title Date

**Page 6 of 6**

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

# ATTACHMENT D: Project Maps/Site Access




**Site Access:** The site can be accessed from Blaine Avenue (44.878787, -93.053566) or 47th St E (44.879826, -93.052504). Contact FMR at least 24 hours in advance of any site visit.

# ATTACHMENT E: List of Woody Species Designated for Removal

| SCIENTIFIC NAME | COMMON NAME | LEVEL OF CONTROL |
|---|---|---|
| *Lonicera tatarica* | Tartarian honeysuckle | Remove all |
| *Rhamnus cathartica* | Common buckthorn | Remove all |
| *Ulmus pumila* | Siberian elm | Remove all |
| *Robinia pseudoacacia* | Black locust | Remove all |
| *Celastrus orbiculatus* | Roundleaf bittersweet | Remove all |

# ATTACHMENT F: Herbaceous Exotic Species List

| SCIENTIFIC NAME | COMMON NAME | LEVEL OF CONTROL |
|---|---|---|
| *Alliaria petiolata* | Garlic mustard | Control aggressively |
| *Arctium minus* | Common burdock | Control aggressively |
| *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 |
| *Leonurus cardiaca* | Motherwort | Monitor. Control if necessary. |
| *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. |
| *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 FMR staff methods and goals for control of these species. Some should be controlled more aggressively than others.

# ATTACHMENT G: STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on

the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

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

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

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

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

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

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

**CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have

been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

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

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

# ATTACHMENT H: INSURANCE TERMS

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

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation.

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

☒ 2. General Liability.

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

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

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

☐ 3. Professional Liability

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

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

☒ 4. Automobile Liability.

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

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

☐ 5. Network Security and Privacy Liability.

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

☒ 9. Release and Waiver.

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

Contractor agrees to affect such revision of any property insurance and Workers Compensation policy as may be necessary to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so, requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent insurance policy(ies). *Revised: 11/23*

# ATTACHMENT I: SAMPLE CONTRACT

*ATTACHMENT D*

*Dakota County Contract #DCA*SAMPLE

**SAMPLE**

**CONTRACT BETWEEN THE COUNTY OF DAKOTA**

**AND SAMPLE**

**FOR SAMPLE**

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

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

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

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

**TERM**

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

**CONTRACTOR'S OBLIGATIONS**

General Description. Contractor shall provide the services generally described in the **SAMPLE** and Contractor's Proposal (collectively, "Services").

Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.

Substantial Completion. Contractor agrees to substantially complete the work, labor, or services under this Contract on or before **SAMPLE**.

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.

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.

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.

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.

**PAYMENT**

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

Compensation. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.

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.

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.

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.

Payment for Unauthorized Claims.

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.

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.

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.

The County may offset any overpayment or disallowance of claim by reducing future payments.

**COMPLIANCE WITH LAWS/STANDARDS**

General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as [Exhibit 4]. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

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.

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.

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.

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

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

[List Specific Deliverables]

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

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

## 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.

## NOTICES

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:

Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or

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

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

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.

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.

## INDEMNIFICATION

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 delegatees', actual or alleged:

Intentional, willful, or negligent acts or omissions; or

Actions or omissions that give rise to strict liability; or

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.

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.

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

Any demand, action, suit, or proceeding against the party providing Notice; or

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

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.

**INSURANCE**

Contractor shall maintain policies of insurance as set forth in [Exhibit 3], and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

**SUBCONTRACTING**

***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.***

***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:**

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

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

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

***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.**

***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.**

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

## 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.

## DEFAULT

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.

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.

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.

**TERMINATION**

Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.

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:

Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;

Failure to perform Services or provide payment within the time specified in this Contract;

Failure to perform any other material provision of this Contract;

Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;

The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

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.

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.

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

Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.

Complete performance of any work that is not discontinued by the Notice of Termination.

Cooperate with County with any transition of Services.

Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.

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.

Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.

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.

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.

Effect of Termination for Cause or without Cause.
Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in [Exhibit 4] (Standard Assurances) and the indemnity provisions of section 7.

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.

**CONTRACT RIGHTS AND REMEDIES**

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.

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.

**AUTHORIZED REPRESENTATIVE**

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

| **To the Contractor:** | **To the County:** |
|---|---|
| SAMPLE | SAMPLE |
| (Name) | (Name) |
| SAMPLE | SAMPLE |
| (Title) | (Title) |
| SAMPLE | SAMPLE |
| (Street) | (Street) |
| SAMPLE | SAMPLE |
| (City, MN Zip Code) | (City, MN Zip Code) |
| SAMPLE | SAMPLE |
| (Telephone) | (Telephone) |
| SAMPLE | SAMPLE |
| (Email Address) | (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.

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.

**LIAISON**

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

Contractor Liaison: **SAMPLE**

Telephone: **SAMPLE**

Email Address: **SAMPLE**

County Liaison: **SAMPLE**

Telephone: **SAMPLE**

Email Address: **SAMPLE**

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.

**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.

**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.

**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.

**MERGER**

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.

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

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

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

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

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.

**CONFIDENTIALITY**

"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.
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.

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.

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.

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.

This section survives expiration or termination of this Contract.

**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.

**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.

**WAGE WITHHOLDING TAX**

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

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

**COUNTY OF DAKOTA**

*By:___SAMPLE_____*

*(Signature line)*

*_____SAMPLE_____*

*(Name, Title, Department)*

*_____SAMPLE_____*

*Date of Signature*

*Contract Number DCASAMPLE*

**CONTRACTOR**

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

*By:___SAMPLE_____*

*(Signature line)*

*_____SAMPLE_____*

*(Title)*

*_____SAMPLE_____*

*Date of Signature*

# ATTACHMENT J: PREVAILING WAGE

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

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

**Construction Type: Commercial County**

**Number: 19**

County Name: DAKOTA

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

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

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

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

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

**County: DAKOTA (19)**

| LABOR CODE AND CLASS | | EFFECT DATE | BASIC RATE | FRINGE RATE | TOTAL RATE |
|---|---|---|---|---|---|
| **LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)** | | | | | |
| 101 | LABORER, COMMON (GENERAL LABOR WORK) | 2025-12-22 | 45.00 | 26.12 | 71.12 |
| | | 2026-05-01 | 46.25 | 27.87 | 74.12 |
| 102 | LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN) | 2025-12-22 | 45.00 | 26.12 | 71.12 |
| | | 2026-05-01 | 46.25 | 27.87 | 74.12 |
| 103 | LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR) | 2025-12-22 | 31.66 | 22.78 | 54.44 |
| 104* | FLAG PERSON | 2025-12-22 | 45.00 | 26.12 | 71.12 |
| | | 2026-05-01 | 46.25 | 27.87 | 74.12 |
| 105* | WATCH PERSON | 2025-12-22 | 39.76 | 24.39 | 64.15 |

| | | | | | |
|---|---|---|---|---|---|
| 106* | BLASTER | 2025-12-22 | 34.26 | 18.54 | 52.80 |
| 107 | PIPELAYER (WATER, SEWER AND GAS) | 2025-12-22 | 47.50 | 26.12 | 73.62 |
| 108* | TUNNEL MINER | 2025-12-22 | 45.50 | 26.12 | 71.62 |
| 109 | UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL) | 2025-12-22 | 45.50 | 26.12 | 71.62 |
| 110 | SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15. | 2025-12-22 | 45.00 | 26.12 | 71.12 |
| | | 2026-05-01 | 46.25 | 27.87 | 74.12 |
| 111* | TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE) | 2025-12-22 | 45.00 | 26.12 | 71.12 |
| | | 2026-05-01 | 46.25 | 27.87 | 74.12 |

**SPECIAL EQUIPMENT (201 - 204)**

| | | | | | |
|---|---|---|---|---|---|
| 201* | ARTICULATED HAULER | 2025-12-22 | 46.51 | 29.40 | 75.91 |
| | | 2026-05-04 | 48.52 | 31.00 | 79.52 |
| 202* | BOOM TRUCK | 2025-12-22 | 47.25 | 29.40 | 76.65 |
| | | 2026-05-04 | 48.52 | 31.00 | 79.52 |

| | | | | | |
|---|---|---|---|---|---|
| 203 | LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED | 2025-12-22 | 31.66 | 22.78 | 54.44 |

FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS

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

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

**HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR**

| | | | | | |
|---|---|---|---|---|---|
| **GROUP 2 *** | | 2025-12-22 | 47.24 | 29.40 | 76.64 |
| 306 | GRADER OR MOTOR PATROL | | | | |
| 308 | TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY) | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **GROUP 3 *** | | 2025-12-22 | 46.61 | 29.40 | 76.01 |
| 309 | ASPHALT BITUMINOUS STABILIZER PLANT | | | | |
| 310 | CABLEWAY | | | | |
| 312 | DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY) | | | | |
| 314 | DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER | | | | |
| 316 | LOCOMOTIVE CRANE OPERATOR | | | | |
| 320 | TANDEM SCRAPER | | | | |
| 322 | TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY) | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **GROUP 4 *** | | 2025-12-22 | 46.25 | 29.40 | 75.65 |
| | | 2026-05-04 | 47.68 | 31.00 | 78.68 |
| 323 | AIR TRACK ROCK DRILL | | | | |
| 324 | AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY) | | | | |
| 325 | BACKFILLER OPERATOR | | | | |
| 327 | BITUMINOUS ROLLERS, RUBBER 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

341 ELEVATING GRADER

345 GPS REMOTE OPERATING OF EQUIPMENT

347 HYDRAULIC TREE PLANTER

348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)

349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)

350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE

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

354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE

356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES

357 PUGMILL

359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

360 SCRAPER

361 SELF-PROPELLED SOIL STABILIZER

362 SLIP FORM (POWER DRIVEN) (PAVING)

363 TIE TAMPER AND BALLAST MACHINE

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

367 TUB GRINDER, MORBARK, OR SIMILAR TYPE

| | | | | |
|---|---|---|---|---|
| **GROUP 5 *** | 2025-12-22 | 42.77 | 29.40 | 72.17 |

370 BITUMINOUS ROLLER (UNDER EIGHT TONS)

371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)

372 FORM TRENCH DIGGER (POWER)

375 HYDRAULIC LOG SPLITTER

376 LOADER (BARBER GREENE OR SIMILAR TYPE)

377 POST HOLE DRIVING MACHINE/POST HOLE AUGER

379 POWER ACTUATED JACK

381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)

382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER

| | | | | | |
|---|---|---|---|---|---|
| 383 | SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER | | | | |
| 384 | STUMP CHIPPER AND TREE CHIPPER | | | | |
| 385 | TREE FARMER (MACHINE) | | | | |
| **GROUP 6 *** | | 2025-12-22 | 41.37 | 29.40 | 70.77 |
| | | 2026-05-04 | 42.60 | 31.00 | 73.60 |
| 387 | CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER | | | | |
| 389 | DREDGE DECK HAND | | | | |
| 391 | GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING) | | | | |
| 393 | LEVER PERSON | | | | |
| 395 | POWER SWEEPER | | | | |
| 396 | SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS | | | | |
| 397 | TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING | | | | |

**COMMERCIAL POWER EQUIPMENT OPERATOR**

| | | | | | |
|---|---|---|---|---|---|
| **GROUP 1** | | 2025-12-22 | 52.39 | 29.40 | 81.79 |
| | | 2026-05-04 | 54.21 | 31.00 | 85.21 |
| 501 | HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 502 | TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 503 | TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| **GROUP 2** | | 2025-12-22 | 51.99 | 29.40 | 81.39 |
| | | 2026-05-04 | 53.79 | 31.00 | 84.79 |
| 504 | CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 505 | PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 506 | TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 507 | TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| **GROUP 3** | | 2025-12-22 | 50.34 | 29.40 | 79.74 |
| | | 2026-05-04 | 52.08 | 31.00 | 83.08 |
| 508 | ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 509 | CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 510 | DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 511 | STATIONARY TOWER CRANE UP TO 200 FEET | | | | |
| 512 | SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 513 | TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 514 | TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB | | | | |

(COMMERCIAL CONSTRUCTION ONLY)

| | | | | |
|---|---|---|---|---|
| **GROUP 4** | 2025-12-22 | 49.95 | 29.40 | 79.35 |

| | | | | | |
|---|---|---|---|---|---|
| 2026-05-04 | | | 51.68 | 31.00 | 82.68 |
| 515 | CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 516 | FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 517 | HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 518 | LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 519 | OVERHEAD CRANE ( INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 520 | TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| **GROUP 5** | | 2025-12-22 | 47.25 | 29.40 | 76.65 |
| | | 2026-05-04 | 48.52 | 31.00 | 79.52 |
| 521 | AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 522 | CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 523 | CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM | | | | |
| 524 | DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 525 | FORKLIFT (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 526 | FRONT END, SKID STEER 1 C YD AND OVER | | | | |
| 527 | HOIST ENGINEER ( ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 528 | MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 529 | POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 530 | PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 531 | SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 532 | STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 533 | TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 534 | WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| **GROUP 6** | | 2025-12-22 | 45.50 | 29.40 | 74.90 |
| | | 2026-05-04 | 46.71 | 31.00 | 77.71 |
| 535 | CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 536 | FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 537 | FRONT END, SKID STEER UP TO 1 C YD | | | | |
| 538 | GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 539 | TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 540 | TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER | | | | |
| **GROUP 7** | | 2025-12-22 | 44.18 | 29.40 | 73.58 |
| | | 2026-05-04 | 45.34 | 31.00 | 76.34 |
| 541 | AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY) | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 542 | BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 543 | CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 544 | FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 545 | OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 546 | PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 547 | PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| **GROUP 8** | | 2025-12-22 | 41.28 | 29.40 | 70.68 |
| 548 | ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 549 | GREASER (COMMERCIAL CONSTRUCTION ONLY) | | | | |
| 550 | MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY) | | | | |

**TRUCK DRIVERS**

| | | | | | |
|---|---|---|---|---|---|
| **GROUP 1** | | 2025-12-22 | 32.85 | 9.02 | 41.87 |
| 601 | MECHANIC . WELDER | | | | |
| 602 | TRACTOR TRAILER DRIVER | | | | |
| 603 | TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES) | | | | |
| **GROUP 2 *** | | 2025-12-22 | 25.00 | 0.00 | 25.00 |
| 604 | FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK | | | | |
| **GROUP 3 *** | | 2025-12-22 | 16.85 | 6.49 | 23.34 |
| 605 | BITUMINOUS DISTRIBUTOR DRIVER | | | | |
| 606 | BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION) | | | | |
| 607 | THREE AXLE UNITS | | | | |
| **GROUP 4** | | 2025-12-22 | 25.50 | 9.42 | 34.92 |
| 608 | BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER) | | | | |
| 609 | DUMP PERSON | | | | |
| 610 | GREASER | | | | |
| 611 | PILOT CAR DRIVER | | | | |
| 612 | RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS | | | | |
| 613 | TWO AXLE UNIT | | | | |
| 614 | SLURRY OPERATOR | | | | |
| 615 | TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER) | | | | |

616 TRACTOR OPERATOR, UNDER 50 H.P.

**SPECIAL CRAFTS**

| | | | | | |
|---|---|---|---|---|---|
| 701 | HEATING AND FROST INSULATORS | 2025-12-22 | 55.34 | 33.85 | 89.19 |
| | | 2026-06-08 | 59.39 | 33.85 | 93.24 |
| 702 | BOILERMAKERS | 2025-12-22 | 48.35 | 31.93 | 80.28 |
| 703 | BRICKLAYERS | 2025-12-22 | 49.91 | 28.34 | 78.25 |
| | | 2026-05-01 | 52.91 | 28.34 | 81.25 |
| 704 | CARPENTERS | 2025-12-22 | 48.56 | 29.84 | 78.40 |
| | | 2026-05-04 | 51.56 | 29.84 | 81.40 |
| 705 | CARPET LAYERS (LINOLEUM) | 2025-12-22 | 47.25 | 28.33 | 75.58 |
| | | 2026-06-01 | 50.05 | 28.33 | 78.38 |
| 706 | CEMENT MASONS | 2025-12-22 | 49.31 | 27.22 | 76.53 |
| | | 2026-05-01 | 52.20 | 27.22 | 79.42 |
| 707 | ELECTRICIANS | 2025-12-22 | 56.80 | 37.99 | 94.79 |
| | | 2026-05-01 | 61.39 | 37.99 | 99.38 |
| 708 | ELEVATOR CONSTRUCTORS | 2025-12-22 | 62.52 | 45.36 | 107.88 |
| | | 2026-01-01 | 65.21 | 46.21 | 111.42 |
| 709 | GLAZIERS | 2025-12-22 | 50.98 | 28.25 | 79.23 |
| | | 2026-06-01 | 54.03 | 28.25 | 82.28 |
| 710 | LATHERS | 2025-12-22 | 50.00 | 27.35 | 77.35 |
| | | 2026-05-04 | 53.00 | 27.35 | 80.35 |
| 712 | IRONWORKERS | 2025-12-22 | 46.35 | 37.86 | 84.21 |
| | | 2026-05-03 | 49.50 | 37.86 | 87.36 |
| 714 | MILLWRIGHT | 2025-12-22 | 42.95 | 37.81 | 80.76 |
| | | 2026-05-01 | 46.15 | 37.81 | 83.96 |
| 715 | PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS) | 2025-12-22 | 45.75 | 29.09 | 74.84 |
| | | 2026-05-04 | 48.25 | 29.09 | 77.34 |

| | | | | | |
|---|---|---|---|---|---|
| 716* | PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS) | 2025-12-22 | 47.71 | 31.98 | 79.69 |
| 717 | PIPEFITTERS . STEAMFITTERS | 2025-12-22 | 59.09 | 36.45 | 95.54 |
| | | 2026-05-01 | 64.09 | 36.45 | 100.54 |
| 718* | PLASTERERS | 2025-12-22 | 50.20 | 26.37 | 76.57 |
| | | 2026-06-01 | 53.05 | 26.37 | 79.42 |
| 719 | PLUMBERS | 2025-12-22 | 58.48 | 34.32 | 92.80 |
| | | 2026-05-01 | 62.78 | 34.32 | 97.10 |
| 720 | ROOFER | 2025-12-22 | 48.32 | 25.54 | 73.86 |
| | | 2026-05-04 | 51.32 | 25.54 | 76.86 |
| 721 | SHEET METAL WORKERS | 2025-12-22 | 56.71 | 35.82 | 92.53 |
| | | 2026-05-01 | 60.96 | 35.82 | 96.78 |
| 722 | SPRINKLER FITTERS | 2025-12-22 | 58.10 | 36.56 | 94.66 |
| | | 2026-06-01 | 62.50 | 36.46 | 98.96 |
| 723* | TERRAZZO WORKERS | 2025-12-22 | 48.07 | 27.89 | 75.96 |
| | | 2026-05-01 | 50.80 | 27.89 | 78.69 |
| 724 | TILE SETTERS | 2025-12-22 | 44.92 | 31.14 | 76.06 |
| | | 2026-05-01 | 47.52 | 31.14 | 78.66 |
| 725 | TILE FINISHERS | 2025-12-22 | 37.16 | 24.88 | 62.04 |
| | | 2026-05-01 | 39.24 | 24.88 | 64.12 |
| 726 | DRYWALL TAPER | 2025-12-22 | 43.72 | 30.87 | 74.59 |
| | | 2026-05-04 | 46.47 | 30.87 | 77.34 |
| 727 | WIRING SYSTEM TECHNICIAN | 2025-12-22 | 51.07 | 24.02 | 75.09 |
| | | 2026-07-02 | 54.44 | 24.02 | 78.46 |
| 728 | WIRING SYSTEMS INSTALLER | 2025-12-22 | 35.78 | 19.15 | 54.93 |
| | | 2026-07-02 | 38.15 | 19.15 | 57.30 |
| 729 | ASBESTOS ABATEMENT WORKER | 2025-12-22 | 41.23 | 25.99 | 67.22 |
| 730 | SIGN ERECTOR | 2025-12-22 | 34.91 | 20.31 | 55.22 |