



## **REQUEST FOR PROPOSAL**

### **West Lebanon Hills Regional Park Restoration**

Release Date: 4/23/2026

Mandatory Pre-Bid Site Visit: 05/07/2026 @ 1:00pm

4801 Johnny Cake Ridge Rd, Eagan, MN 55122

Proposal Due Date: 05/22/2026

Dakota County Parks Natural Resources Department  
Western Service Center  
14955 Galaxie Avenue  
Apple Valley, MN 55124

For additional information please contact:

Max Samuelson

[max.samuelson@co.dakota.mn.us](mailto:max.samuelson@co.dakota.mn.us)

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## **INTRODUCTION AND PROGRAM DESCRIPTION**

### **A. General Background**

Dakota County is soliciting proposals to conduct ecological management and restoration activities at Lebanon Hills Regional Park in Eagan, MN. The site is located at 4801 Johnny Cake Ridge Rd Eagan, MN. Funding for the project comes from Legislative-Citizen Commission of Minnesota Resources.

Lebanon Hills Regional Park is located within the St. Paul Baldwin Plains and Moraines ecological subsection and consists of over 1900 acres of natural area and recreational opportunities. The park is defined by its “kames and kettles” landforms, where rolling hills topped with mature oaks lead down to isolated wetlands. This project will focus on restoring the entire West section of the park between Johnny Cake Ridge Road and Galaxie Ave, by managing invasive species, thinning the canopy, and establishing conditions to return the historical fire regime to the landscape. In addition to the restoration work, this solicitation includes hazard tree removal in the west and middle section (between Johnny Cake Ridge Road and Pilot Knob Road) of the park.

This restoration project is part of the larger “Sustainable Trails Project”, where the County is decommissioning old fall line trails with persistent erosion issues that threaten the quality of the wetlands, and are burdensome to maintain, in addition to constructing new trails that meet national sustainable trail standards. The trail decommissioning/construction portion will be implemented by trail construction professionals through a separate solicitation (further referred to as the “Sustainable Trail Contractor”) and occur through the entire west and middle sections of the park. Trail construction in the west section will occur May – November 2027. Trail construction in the middle section will occur May – November 2028.

### **B. Program Description**

This project will include 210 acres of oak woodland, savanna and prairie restoration. The site is characterized by steep slopes and an extensive mountain bike trail system. The canopy is predominantly oak woodland with red Oak forests in low lying and north facing slopes, white oak woodland throughout and encroached oak savanna at the crest of hills. As a legacy of past land-use, there are multiple pine plantations on the site. Work in pine plantations will focus solely on invasive plant removal.

The primary objective of this project is to restore the upland areas to oak woodland or savanna and prepare the site to be managed long term by prescribed fire. Managing buckthorn will be a primary task as it is present across the entire site. Canopy thinning and deadfall management will also be an important task to achieve proper structure for the target plant community and supporting the return of the historical fire regime.

#### **The submitted proposal will include a narrative detailing:**

- The proposed methodology, labor costs, and timeline for buckthorn removal and management across the entire site.
- The proposed methodology for seed bed preparation.
- Methodology for tracking and communicating work accomplished and ensuring quality control and adherence to the performance standards for all work outlined in this RFP.

## **GENERAL INSTRUCTIONS FOR CONTRACTOR**

### **A. Contact Person**

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

Max Samuelson  
Dakota County Parks  
14955 Galaxie Avenue  
Apple Valley, MN 55124  
max.samuelson@co.dakota.mn.u

[S](#)

Phone: 952-891-7965

Fax: 952-891-7588

### **B. Questions**

Questions regarding this RFP must be submitted by email and must be received no later than 5/11/2026. Questions should be submitted to **ParksBids@CO.DAKOTA.MN.US**

Responses to the questions submitted will be posted on the County's website no later than 05/12/2026 at Doing Business - Request For Bids, Proposals and Information:

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

### **C. Addenda/Clarifications**

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

No verbal modification will be binding.

### **D. Examination of Proposal Documents**

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

### **E. Prevailing Wages**

This is funded by the Legislative-Citizen Commission of Minnesota Resources. Prevailing wage rates apply. See Attachment J for Minnesota Department of Labor and Industry Prevailing Wages for State Funded Construction Projects.

### **F. Pre-Contractual Expenses**

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

### **G. Contract Award**

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

### **H. Public Records and Requests for Confidentiality**

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

Any request for confidential treatment of trade secret information in a Responder's proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by Dakota County concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form, see Attachment F. 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:

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

#### **I. Joint Offers**

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

#### **J. Dakota County Rights**

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

- 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;
- Establish a short list of Contractors eligible for interview after evaluation of written 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 PROPOSAL**

### **A. Proposal Submittal**

The Contractor must review the attached specifications, scope of services, and exhibits and submit one (1) electronic copy of the proposal by 05/22/2026 to [parksbids@co.dakota.mn.us](mailto:parksbids@co.dakota.mn.us).

### **B. Proposal Format**

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

### **C. Proposal Contents**

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

#### **1. 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:

- a. Identification of the offering firm(s), including name, address and telephone number of each firm;
- b. Acknowledgment of receipt of RFP addenda, if any;
- c. Name, title, address, telephone, fax numbers and e-mail address of contact person during period of proposal evaluation;
- d. 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
- e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

#### **2. 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.

#### **3. 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.

#### **4. Qualifications and Experience**

- a. 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.
- b. Copy of certification of Commercial Pesticide Applicator's license for all of those who may be apply herbicide under the duration of the project.
- c. Copy of certification for burn training for all those that would be on a burn crew (if prescribed fire will be used for Task C Site Preparation or Task F Establishment Management).
  - i. 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)
  - ii. Burn boss has led burns of similar complexity with similar fuel types (ideally, RxB3)
  - iii. Crew leaders must be trained (S130-S190), and certifications must be provided.

#### **5. Narrative, Work Plan and Budget for Scope of Services**

The submitted proposal will include a narrative detailing:

- The proposed methodology, labor costs, and timeline for buckthorn removal and management across the entire site.
- The proposed methodology for seed bed preparation.
- Methodology for tracking and communicating work accomplished and ensuring quality control and adherence to the performance standards for all work outlined in this RFP.

The Contractor's proposal must demonstrate the Contractor's understanding of the Program and scope of services as described herein. The Contractor's proposal must include a clear description of the methods or processes to be used to complete each item in the scope of services. The narrative must include a preliminary work plan that details tasks, timelines and work products if different or supplemental to the Scope of Services. For this proposal assume work can begin on or shortly after 08/01/2026. The selected Contractor will work with County to make any necessary adjustments to the work plan as determined by the County, in consultation with the Contractor, during the contract period.

The Contractor must provide a detailed budget for the Program. The budget should include items such as professional fees, direct expenses, and contract labor. **The Budget for the program must be submitted in the form of the provided budget tab.**

#### **6. Conflict of Interest**

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

#### **7. 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."

#### **8. 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.

#### **9. 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.

## **TIMELINE AND BUDGET**

### **A. Program Timeline**

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 term of the contract to be awarded under this RFP is anticipated to be 08/01/2026 through 12/31/2029 but may be adjusted to accommodate unforeseen delays.

1. Release: 04/23/2026
2. Mandatory Pre-Bid Meeting: 05/07/2026 at 1:00pm CST
3. Questions Due: 05/11/2026 at 2:00pm CST
4. Responses to Questions Posted: 05/12/2026
5. Proposals Due: 05/22/2026 at 4:00pm CST
6. Contractor Selection: 05/26/2026
7. Anticipated Contract Start Date: 08/01/2026
8. Contract End Date: 12/31/2029

### **B. Budget and Payment**

#### **1. Contractor Budget**

Contractor must identify the budget necessary to perform the services identified in the Scope of Services. The Contractor, when establishing cost estimates for the total Program, shall include all direct expenditures, such as, but not limited to: Contractor fees, travel costs, necessary

material purchases (subject to County approval), etc. Materials provided to Contractors as a part of their participation in the Program, such as labels, containers and compostable bags, will be procured by the County. Indirect rates or overhead costs – such as rent, utilities, or incidental copying – will not be allowed under this contract.

**2. Payment for Services**

The consultant shall submit a proposal based on hourly charges and reimbursables up to a maximum not to exceed total for all work within the scope of the project. The consultant’s proposal is to include the chargeable hourly rate of each team member, the anticipated number of hours spent on the project for each team member, and the fee maximum. The overall fee shall reflect a maximum not to exceed based on the sum of the tasks.

Billing for completed services shall be based upon a monthly invoice submitted by the Contractor. The invoice shall indicate the hours of labor performed by each person charging time to the Program, their charge out rate, and itemizations of the reimbursable expenses charged to the Program. County staff will have the right to inspect the Program timesheets. The invoice must also indicate the total contract amount, the total paid to date, the remaining amount to be paid, and the estimated percent of Program completed. County staff, at staff’s option, may retain a portion of the total fee to ensure that sufficient fees are available to complete the Program.

**PROPOSAL EVALUATION CRITERIA**

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

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

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

**SCOPE OF SERVICES**

**Dakota County Staff Responsibilities**

- Program oversight
- Seed procurement
- Site Access
- Project communication to park neighbors, users and internal/external stakeholders
- liaison between West Lebanon Hills Regional Park Restoration Project and Sustainable Trails Project

**Contractor Responsibilities**

- Provide professional services, labor and all equipment to accomplish all tasks in contract
- Communication of work progress with Dakota County
- Place and remove all signage for work within the contract
- Coordination of ongoing restoration work with Sustainable Trails Project

- Stage woody debris for use by Sustainable Trail Contractor

**Work Under Different Contracts:**

- Sustainable Trails Project
  - Construction and decommissioning of trails in the west and middle section of LHRP
  - Construction and decommissioning in the west section will occur **May – November 2027**
  - Construction and decommissioning in the middle section will occur **May – November 2028**
  - Sustainable Trails project will construct new trail sections through Restoration Project work units in 2027.
  - Woody removal and hazard tree removal will be coordinated between projects
    - The Sustainable Trail project will utilize woody material removed and staged by the Restoration Contractor to create barricades at trail intersections of proposed/existing trails with decommissioned trails.

**Tasks and Schedule:**

This section outlines the County’s expectations regarding specific methods that shall be employed during implementation of restoration and establishment management tasks in the work areas. Deviations from these methods is allowed for County approved methodology proposed in the contractors’ submittal and may otherwise be allowed if approved by the County in writing.

**Anticipated Schedule:**

Task A can begin as soon as July 2026 with hand cutting and stacking woody invasives on steep slopes or areas inaccessible to heavy equipment. Task A should be complete by the end of winter 26/27.

Task B: Hazard Tree Removal

- Complete West Section winter 26/27
- Complete Middle Section winter 27/28

Winter 2026/27 Complete Task A for all units and Task B for west section

Growing season 2027: Complete task C for all units

Fall/winter 2027/28: Complete Task D for all units and Complete Task B for Middle Section

Growing Season 2028: Task F

Growing Season 2029 – Complete Task F

The accompanying Sustainable Trails project will be conducting all trail decommissioning and construction work from May to November 2027 in the west section and May to November 2028 in the middle section. The Contractor will continue to have access to the site during the duration of the project.

**Task A. Woody Removal**

<b>Unit</b>	<b>Task A Specification</b>	<b>Acres</b>
1602	Remove all woody invasive species, and all non-oak under 8” DBH listed in Attachment C.	4.84
1603	Remove all woody invasive species listed in Attachment C.	7.9
1604	Remove all woody invasive species, and all non-oak under 8” DBH listed in Attachment C.  Remove all Box Elder 15” or under.	16.16

1605	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.  Remove all conifers in the dripline of or within a 20" radius of White or Burr Oaks, whichever is greater.	9.68
1606	Remove all woody invasive species listed in Attachment C.  Remove all conifers in the dripline of or within a 20" radius of White or Burr Oaks, whichever is greater.	14.4
1607	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.	15.43
1608	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.	10.28
1609	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.	23.31
1610	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.	11.12
1611	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.	12.81
1612	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.	14.6
1613	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.	19.38
1614	Remove all woody invasive species listed in Attachment C.	15
1615	Remove all woody invasive species, and all non-oak under 8" DBH listed in Attachment C.	10.46
1616	Remove all woody invasive species listed in Attachment C.	6.6
1617	Remove all woody invasive species listed in Attachment C.  Chipping of woody material is allowed. Removal of select pine trees or non oak hardwoods is allowed in this unit to achieve better access. Consult with the COUNTY first.	18.22

Woody species designated for removal are provided in **Attachment C, Figure 1**. For those species which are designated as "Reduce per owner's instruction", follow instructions listed in Task A Specifications column for target dbh removal. 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.

- Use of forestry mower may be acceptable on slopes <25% with dense brush. If a forestry mower is used, CONTRACTOR must treat all exotic resprouts via foliar application or other COUNTY-approved method.
- Cut and stump-treat all stems >1/2" diameter and/or over 3' tall.
- Brush cut stems of all small target species (between 1/8" and 1/2" diameter). Foliar spray resprouts (carefully) of small exotic woody brush that was brush cut. Foliar herbicide applications must be conducted in late fall, when most other plants have gone dormant.
- All woody material 1/4" and greater must be staged for trail work, stacked and burned, forestry mowed and mulched to less than 2" mulch depth or hauled off-site.

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

When creating brush piles for burning, Contractor shall secure all required permits and approvals prior to ignition. Piles shall be spaced as necessary to minimize dragging of cut material over long distances.

Contractor shall stack cut brush in piles not to exceed eight (8) feet in height by twelve (12) feet in diameter.

**Brush piles to be burned shall not be located within high quality plant communities or over areas that contain more than 25% ground cover of native plants.**

- Brush piles shall be located in areas without canopy branches or stems of preserved trees overhanging the piles or endangered by fire. Ensure no debris (trash, plastic, etc.) other than the cut brush is placed in the burn piles. Contractor shall remedy plant mortality caused by burn piles by prepping and reseeding burn pile areas. Ash and any remaining woody debris shall be dispersed by the Contractor, and area shall thoroughly rake the area prior to seeding—if unburned brush piles are left on site for burning, the County will withhold 25% of the bid total for Task "a" until the piles are burned, and the soil impacted by them is prepped and seeded.
- Chipping of cut woody material is not acceptable unless material is hauled off site. Hauling to burn piles is acceptable. Removal of brush from the Work Area shall be done in a manner that does not cause rutting or other damage to trails or soil. Please note that Dakota County is under quarantine for Emerald Ash Borer, and the movement of ash wood outside the county is regulated.

#### All Units – Brush Piles for Trail Work

- Stack woody debris in piles for use by Sustainable Trail Contractor that is removed within a reasonable distance of the following trail types or location (Attachment B): Trails to be decommissioned, existing 8 ft wide winter and summer hiking trails or at intersections of decommissioned and existing or proposed trails.
- Woody debris shall be stacked in piles with all cut ends facing the same direction, parallel to the trail.
- Pile shall be located near the mow line of an existing trail and accessible for a tracked skid steer to grapple in the summer with minimal disturbance to natural surfaces. The COUNTY and Trail Construction Contractor will work with the Restoration CONTRACTOR to identify suitable locations.
- Woody material outside of these areas is permitted to be added to these piles where doing so does not require dragging material long distances over natural surfaces.
- The CONTRACTOR is **not** responsible for burning woody debris in these piles.

#### Penalties:

- Protection of desirable existing vegetation shall be the responsibility of the CONTRACTOR during woody plant removal and any burning of brush piles. The CONTRACTOR shall be liable for remedying damage to existing desirable vegetation. Damage is considered injury to 10% or more of the total diameter at breast height for any tree. The damaged tree shall be considered a total loss for the entire tree and CONTRACTOR will be penalized at a rate of up of \$25 per inch-dbh or per stem, whichever is higher.

### **Task B. Hazard Tree Removal**

Hazard tree removal will be conducted on all proposed and existing trails in the West and Middle Sections of LHRP (Attachment B). There will be no hazard tree removal along trails to be decommissioned. Note that this includes removal in the middle section of LHRP, outside of the restoration project area. Removal in the restoration project area is a priority, and the middle section could be done in the winter of 27/28 if necessary.

Emerald ash borer (EAB) and oak wilt are present in the project area. All trees diseased, dead, dying or showing signs on EAB or oak wilt damage which may strike a target (trail, building, benches, etc) when it falls shall be considered "hazard trees" and must be removed, regardless of size or species. If a tree is leaning away from the trail and is not otherwise designated for removal, it may be left standing. Consult with County if it is unclear in the field.

"Showing signs of EAB damage" will be determined by the following symptoms. If in doubt, consult in the field with County project manager.

- "Blonding" or bark flecking in upper branches of the tree from woodpecker activity
- Die-back of the tree's upper branches
- Bark splitting – larval feeding galleries exposed under bark
- Observations of D-shaped exit holes

Hazard tree removal is to follow all the same removal, stacking for burning and stacking for trail work specifications as in Task A with the exception that ALL debris from hazard tree removal in the middle section will be staged for use by the Sustainable Trail Contractor.

The proposed trail alignments will be marked in the field prior to woody removal. For reference of scale, there are roughly 50 trees marked with paint and GPS along the proposed new trail alignment in the West Section. And another 30 trees are currently marked with GPS as hazard trees on the existing hiking/ski trails that will not be decommissioned in the West Section.

### **Task C. Prepare Work Unit**

Treat all invasive vegetation and conduct follow up foliar treatment on woody resprouts of species designated for removal in **Attachment C**.

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

A suitable seedbed must be prepared and approved by the County Representative prior to seed installation. Mulch/woody debris shall represent no more than 20% of the visible cover in any given area. This preparation may be accomplished through mechanical grazing, harrowing, hand raking, or other means proposed by the Contractor and approved by Dakota County.

Seed bed preparation specification **does not need to be met** in unit 1617 and in the pine plantations of 1606.

3.99 acres of 8' wide trail will be constructed throughout the project area during the summer of 2027 by the Sustainable Trail Contractor. Until the trails are constructed, all weeds/invasives need to be prevented from seeding. After construction, the 3.99 acres of trail will come out of management by the Contractor.

### **Task D. Seed Installation**

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

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

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.

The Contractor will be responsible for seeding 4.26 acres of decommissioned trail in the west section and 2.4 acres of decommissioned trail in the middle section. The CONTRACTOR will be responsible for seeding all minor and moderate classed decommissioned trails. Severe erosion classed decommissioned trails will be seeded by the Sustainable Trail Contractor. All trail decommissioning work will be implemented by the Sustainable Trail Contractor. All decommissioned trails will have received cover crop, installed by the Sustainable Trail Contractor. **Task D Native Seeding installation on decommissioned trails will happen late fall 2027 in the West Section and in late fall 2028 in the Middle Section.** The decommissioned trails are split into three categories by the level of erosion pre-project and will have the following conditions established by the Sustainable Trail Contractor prior to seeding.

- **Minor Erosion:** will be graded for positive drainage and have the top 6" decompacted.
- **Moderate Erosion:** will include earthen water diverting berms every 20'-25'
- **Severe Erosion:** Will include cascading earthen basins 4' tall

See Attachment B for a map of decommissioned trails and crosssections of decommission trail designs.

The Contractor will not be responsible for installing native seed in areas of decommissioned trails where the Sustainable Trail Contractor installs erosion matting. It is expected that sections of Moderate Erosion and the entirety of Severe Erosion Decommissioned trails will receive erosion matting where deemed necessary.

Note that units 1603, 1617 and portions of other units will not received seed. Reduced seeding acres are noted in the bid tab.

### **Task E. Plant Installation**

Plant installation will be prioritized in areas where erosion blanket was installed on decommissioned trails for plugs and at select locations near mountain bike trails for bareroot stock. Plants will be installed in both the west and middle sections. Installation will occur in fall 2027 for the west section and fall 2028 for the middle section.

Contractor is to install native plant plugs in locations at decommissioned trails that received erosion blanket. The County will supply the plant material, and planting plan to the Contractor. Contractor will install plant material and water at the time of installation enough to sufficiently soak the roots and remove air gaps. Contractor must then give notice by phone or email within 24 hours after planting has been completed.

Planting material will be 1.5" x 5.5" cone-tainer plugs.

Contractor must supply a per plug rate for this task

### **Task F. Establishment Management**

Complete task on all restoration work units and all decommissioned trails.

#### **Timing**

For all units, establishment management begins the first growing season after seed is installed and Task D: Seed Installation is complete.

#### **Invoice Schedule**

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

Q1: December 16-May 31

Q2: June 1 - July 31

Q3: August 1 - September 30

Q4: October 1 - December 15

Example: If seed installation occurs in the fall or 2026, the Establishment Management period begins on the first day of the next quarter, or December 16. If the Contractor successfully meets Checkpoint 1 Performance Standards, an invoice for Q1 of the 2027 growing season can be submitted on May 31, 2027 for 25% of the total the amount indicated on the bid tab for Task "F" (prorated if the task is not 100% complete). Invoices for subsequent quarters of 2027 (Q2, Q3, and Q4) can be submitted per the schedule outlined above for the same amount of 25% of the total amount indicated on the bid tab schedule. Beginning the following growing season (2027), Checkpoint 2 of the Performance Standard must be met to receive full payment (25% of the total bid) each quarter.

## **Activities**

### *Invasive/Clonal Woody Species Control*

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

### *Invasive Herbaceous Species Control*

Manage all herbaceous species listed in Attachment D. These species should not be permitted to set viable seed, and some hand pulling or spot mowing may be required in order to achieve the performance standard. Herbicide applications to these species should be made at the most biologically appropriate time.

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

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

## **Equipment**

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

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

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

## **Penalties**

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

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

**Alternate Task G. Sub-Unit Tree Removal**

Alternative Task G will focus on canopy thinning of larger trees in designated areas. The work in this task will be done in coordination with the base woody removal completed in Task A during the winter of 26/27.

<b>Unit</b>	<b>Task A Specification</b>	<b>Acres</b>
1604A	Removal all red oak under 15" DBH and all box elder, hackberry and elm where removal will not damage burr or white oaks	5.32
1608A	Removal all red oak under 15" DBH and all box elder, hackberry and elm where removal will not damage burr or white oaks	2.59
1609A	Removal all red oak under 15" DBH and all box elder, hackberry and elm where removal will not damage burr or white oaks	3.6
1610A	Removal all red oak under 15" DBH and all box elder, hackberry and elm where removal will not damage burr or white oaks	1.35
1611A	Removal all red oak under 15" DBH and all box elder, hackberry and elm where removal will not damage burr or white oaks	4.07
1612A	Removal all red oak under 15" DBH and all box elder, hackberry and elm where removal will not damage burr or white oaks	3.75
1613A	Remove all box elder, hackberry and elm where removal will not damage burr or white oaks	2.92

Alternate Task G is to follow all the same removal, stacking for burning and stacking for trail work specifications as in Task A.

Penalties:

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

**Alternate Task H. Deadfall Removal**

The objective of this task is to improve the ability to run prescribed fire through the woodland units. The recommended method is to pile and burn downfall material. Deadfall material can be added to piles for Sustainable Trail Contract's use in creating decommissioned trail barricades when needed. Alternative methods of achieving the desired outcome are welcomed and may be included in the written proposal. Any activities should be conducted in a manner which does not negatively impact plant communities and minimizes soil impacts.

Remove deadfall from the unit that is larger than 6 inches in diameter. Large woody material that is rotting can be left on site.

If Alternate Task F: Deadfall Removal is selected for the contract, it will follow the performance metrics of Task A.

Deadfall removal is proposed in the following units: 1604A, 1608A, 1609A, 1611A, 1612A, 1613A.

**Alternate Task I: Sub-Unit Prairie Restoration**

The objective of these sub-units is to manage clonal woody plant and tree encroachment, manage invasive herbaceous vegetation, prep a suitable seed bed, install native seed and conduct establishment management until 12/31/2029. Using the base task specification of this project, provide rates and methodology to complete the prairie restoration. Work on these units can begin as early as August 2026.

Unit	Task I Specification	Acres
1604C	<p><b>Task A:</b> Remove all red cedar and box elder. Remove clonal shrubs including dogwood and sumac</p> <p><b>Task C:</b> Prepare site by managing dogwood and sumac regrowth and creating a suitable seed bed</p> <p><b>Task D:</b> Install seed</p> <p><b>Task F:</b> Establishment mow three times per growing season after seed is installed.</p>	1.14
1616C	<p><b>Task A:</b> Remove all red cedar and box elder. Remove clonal shrubs including dogwood and sumac.</p> <p><b>Task C:</b> Prepare site by managing dogwood and sumac regrowth and creating a suitable seed bed</p> <p><b>Task D:</b> Install seed</p> <p><b>Task F:</b> Establishment mow three times per growing season after seed is installed.</p>	2.38

## General Specifications

### Use of the Site

Most of the existing buildings, structures, and trails on the site will be open and during the entire project period besides the existing hiking loop and skate ski loop in the west section. The existing hiking loop and skate ski loop in the west section will be closed to the public from fall 2026 until decommissioning is complete to allow easy equipment access for the CONTRACTOR. Mountain bike loops will be closed until task A is complete in a respective unit. 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 that remain open to the public. Walks, driveways, entrances and all other areas that remain open to 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.

Lebanon Hills Regional Park will be closed to the public for an archery hunt from 11/16/26 to 11/18/26 and 11/23/26 to 11/25/2026. Depending on conditions, the CONTRACTOR can maintain access to the west section of the park and continue operations.

## Site Access

- The Site can be accessed through:
  - West Section
    - Lebanon Hills West Trailhead at 4801 Johnny Cake Ridge Rd, Eagan, MN 55122
    - Lebanon Hills Galaxie Trailhead at 4894 Galaxie Ave, Eagan, MN 55122.
    - Zoo Maintenance Facility 12101 Johnny Cake Ridge Rd, St Paul, MN 55124
      - Access is through a private portion of the Zoo property. The County will facilitate access through this area.
  - Middle Section
    - Lebanon Hills Campground 12100 Johnny Cake Ridge Rd, St Paul, MN 55124
    - Lebanon Hills Retreat Center 5121 McAndrews Rd, Apple Valley, MN 55124
    - Lebanon Hills North Neighborhood Access at Sherwood Way and Sheffield, Eagan MN
    - Lebanon Hills Jenson Lake Trail Head 1398 Carriage Hills Dr, Eagan, MN 55123.
      - Access to middle section via Pilot Knob Rd underpass trail (large enough for truck access).
- During woody removal, the County will work with the Contractor to close entire trail loops within a work unit until woody removal in that unit is complete. The County will provide the signs, and the Contractor shall relocate and move signs as necessary. Once a work unit is complete, all trails and 2 feet on either side of trail must be clear of woody debris prior to re-opening of a trail loop.
- Contractor must provide 48-hour notice of closure needs for a new unit.
- Note that after a trail is decommissioned, that section will no longer be available to the Contractor as an access route with equipment and will be treated as natural surface for access per the “General Specifications” of the project.

## Equipment

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

## Herbicide and Applicators

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

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

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

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

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

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

## Prescribed burning

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

For any **incident** occurrence - notify DAKOTA COUNTY immediately: primary contact: Max Samuelson 952-891-7965. If not reachable, contact Shannon Montante 952-891-7503.

### 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
<p>A. Woody removal</p> <p>B. Hazard Tree Removal</p> <p>ALT G. Sub-Unit Tree Removal</p> <p>ALT H. Deadfall Removal</p>	<p>75% payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard. If no piles are created for burning, Contractor will be eligible for full payment (less the 5% retainage). 25% payment (less a 5% retainage) upon completion and achievement of Checkpoint 2</p>	<p>100% of designated stems have been removed and stump-treated with herbicide. Brush has been removed or from the site, or stacked in suitable locations for burning or for use by Sustainable Trail Contractor (or a combination of all of these).</p>	<p>Any brush piles created for burning are successfully burned. Soils beneath burn piles are prepped and seeded according to County specifications.</p> <p>Any brush piles created for use by the Sustainable Trail Contractor have be successfully staged.</p>	<p>- Missed stems will be removed and stump treated with herbicide.</p>
<p>C. Prepare work area and seed</p>	<p>Payment based on completion of work, and achievement of performance standards (less the 5% retainage).</p>	<p>Undesirable species have been adequately controlled and the seedbed has been appropriately prepared prior to seed installation according County specifications.</p>	<p>No 2nd checkpoint</p>	<p>Missed plants targeted for removal will be mowed prior to seed set and treated at a biologically appropriate time.</p>
<p>D. Seed Installation</p>	<p>Full payment (less a 5% retainage) upon completion and achievement of Checkpoint 1 performance standard.</p>	<p>100% of areas designated to receive seed have been seeded.</p>	<p>No 2nd checkpoint</p>	<p>If post-seeding results clearly shows areas that were missed, CONTRACTOR will purchase and broadcast additional seed of same mix at their own expense.</p>

Task	Payment Schedule	Checkpoint 1: Performance Standards	Checkpoint 2: Performance Standards	Corrective Measures
E Plant Installation	Payment based on completion of work, and achievement of performance standards (less the 5% retainage).	100% of plants are correctly installed according to county specifications	No 2 <sup>nd</sup> checkpoint	If plants are not installed correctly, CONTRACTOR will purchase an equal number of replacement plants and install correctly.
F. Establishment management	Payment based on completion of work, and achievement of performance standards (less the 5% retainage). Invoices to be submitted to the County up to four times per calendar year per schedule as described under Task "F" Invoicing Schedule	For the growing season following seed installation: For all species listed in Appendices A and B: Less than 5% cover due to set seed within any 100 sq m area. More than 95% of target species on the eradicate list and in Appendices A and B are spot treated with herbicide within any 100 sq m area.	For subsequent growing seasons: Target undesirable weed species (discuss with DAKOTA COUNTY): 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. (examples of weed species are found in Attachment C, but this is not a comprehensive list).	If mowing results in any clumping, smothering of new growth, or if ruts are formed, CONTRACTOR will CEASE activity until conditions improve. If detriment has already occurred, CONTRACTOR will take measure to mitigate, including re-doing site preparation and seeding if necessary at soonest appropriate time, and mitigating rutting damage.

**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.

**ATTACHMENT A: PROPOSAL FORM**

For a complete Proposal, please include all pages of proposal form (1 through 35) fully completed.

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

PROJECT: **West Lebanon Hills Regional Park Restoration**

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 **West Lebanon Hills Regional Park Restoration** and to furnish all labor and materials in accordance with the attached contract documents, maps and specifications that were submitted with this proposal and upon which this proposal is made. A rate is required for each task.

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

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

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

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

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

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

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

Please print:

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

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

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

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

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

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

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

Indicate type of company:

\_\_\_\_\_

*(Corporation/partnership/sole proprietorship)*

This Proposal Bid Form contains a total of 4 pages:

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

### West Lebanon Hills Regional Park Restoration Proposal Bid Tab

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

BASE TASKS					Tabs for annual work unit total cost. Yellow = anticipated years task will be implemented		Fill out per proposal spec for total cost/year		
	Work Unit	QTY	Unit	Unit Cost	Cost	2026	2027	2028	2029
<b>Task A: Woody Removal</b>									
1602	4.8	Acre		\$	-				
1603	7.9	Acre		\$	-				
1604	16.2	Acre		\$	-				
1605	9.7	Acre		\$	-				
1606	14.4	Acre		\$	-				
1607	15.4	Acre		\$	-				
1608	10.3	Acre		\$	-				
1609	23.3	Acre		\$	-				
1610	11.1	Acre		\$	-				
1611	12.8	Acre		\$	-				
1612	14.6	Acre		\$	-				
1613	19.4	Acre		\$	-				
1614	15.0	Acre		\$	-				
1615	10.5	Acre		\$	-				
1616	6.6	Acre		\$	-				
1617	18.2	Acre		\$	-				
<b>Base Task Subtotal</b>	210.2	Acre		\$	-	\$	-	\$	-
<b>Task B: Hazard Tree Removal</b>									
Middle Section Trails	1	Lump Sum		\$	-				
West Section Trails	1	Lump Sum		\$	-				
<b>Task Subtotal</b>	1	Acre		\$	-	\$	-	\$	-
<b>Task C: Prepare Work Unit</b>									
1602	4.8	Acre		\$	-				
1603	7.9	Acre		\$	-				
1604	16.2	Acre		\$	-				
1605	9.7	Acre		\$	-				
1606	14.4	Acre		\$	-				
1607	15.4	Acre		\$	-				
1608	10.3	Acre		\$	-				
1609	23.3	Acre		\$	-				
1610	11.1	Acre		\$	-				
1611	12.8	Acre		\$	-				
1612	14.6	Acre		\$	-				
1613	19.4	Acre		\$	-				
1614	15.0	Acre		\$	-				
1615	10.5	Acre		\$	-				
1616	6.6	Acre		\$	-				
1617	18.2	Acre		\$	-				
<b>Task Subtotal</b>	210.2	Acre		\$	-	\$	-	\$	-

Task D: Seed Installation								
1602	4.8	Acre		\$ -				
1604	15.0	Acre		\$ -				
1605	9.7	Acre		\$ -				
1606	12.9	Acre		\$ -				
1607	15.4	Acre		\$ -				
1608	10.3	Acre		\$ -				
1609	23.3	Acre		\$ -				
1610	11.1	Acre		\$ -				
1611	12.8	Acre		\$ -				
1612	14.6	Acre		\$ -				
1613	15.0	Acre		\$ -				
1614	10.0	Acre		\$ -				
1615	10.5	Acre		\$ -				
1616	3.5	Acre		\$ -				
Middle Section Minor and Moderate Decomissioned Trails	2.4	Acres		\$ -				
<b>Task Subtotal</b>	<b>171.3</b>	<b>Acre</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Task E: Plant Installation								
Task	QTY	Unit	Unit Cost	Cost	2026	2027	2028	2029
Plug Installation	5000	Plug		\$ -				
<b>Task Subtotal</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Task F: Establishment Management								
1602	4.8	Acre		\$ -				
1603	7.9	Acre		\$ -				
1604	16.2	Acre		\$ -				
1605	9.7	Acre		\$ -				
1606	14.4	Acre		\$ -				
1607	15.4	Acre		\$ -				
1608	10.3	Acre		\$ -				
1609	23.3	Acre		\$ -				
1610	11.1	Acre		\$ -				
1611	12.8	Acre		\$ -				
1612	14.6	Acre		\$ -				
1613	19.4	Acre		\$ -				
1614	15.0	Acre		\$ -				
1615	10.5	Acre		\$ -				
1616	6.6	Acre		\$ -				
1617	18.2	Acre		\$ -				
Middle Section Minor and Moderate Decomissioned Trails	2.4	Acres		\$ -				
<b>Task Subtotal</b>	<b>212.6</b>	<b>Acre</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Base Task Lump Sum</b>				<b>\$ -</b>				

**Alternate Tasks**

Alternate Task G: Sub-Unit Tree Removal								
Unit	QTY	Unit	Unit Cost	Cost	2026	2027	2028	2029
1604 A	5.3	Acre		\$ -				
1608 A	2.6	Acre		\$ -				
1609 A	3.6	Acre		\$ -				
1610 A	1.4	Acre		\$ -				
1611 A	4.1	Acre		\$ -				
1612 A	3.8	Acre		\$ -				
1613 A	2.9	Acre		\$ -				
<b>Alternate Task G Total</b>				\$ -				

Alternate Task H: Deadfall Removal								
Unit	QTY	Unit	Unit Cost	Cost	2026	2027	2028	2029
1604 A	5.3	Acre		\$ -				
1609 A	3.5	Acre		\$ -				
1611 A	4.1	Acre		\$ -				
1612 A	3.8	Acre		\$ -				
1613 A	2.9	Acre		\$ -				
<b>Alternate Task H Total</b>				\$ -				

Alternate Task I: Sub Unit Prairie Restoration								
1604B								
Task A	1.1	Acres		\$ -				
Task C	1.1	Acres		\$ -				
Task D	1.1	Acres		\$ -				
Task F	1.1	Acres		\$ -				
<b>1604B Unit Subtotal</b>				\$ -				
1616B								
Task A	2.4	Acres		\$ -				
Task C	2.4	Acres		\$ -				
Task D	2.4	Acres		\$ -				
Task F	2.4	Acres		\$ -				
<b>1616B Unit Subtotal</b>				\$ -				
<b>Alternate Task I Total</b>				\$ -				

## ATTACHMENT B: Project Maps and Site Access

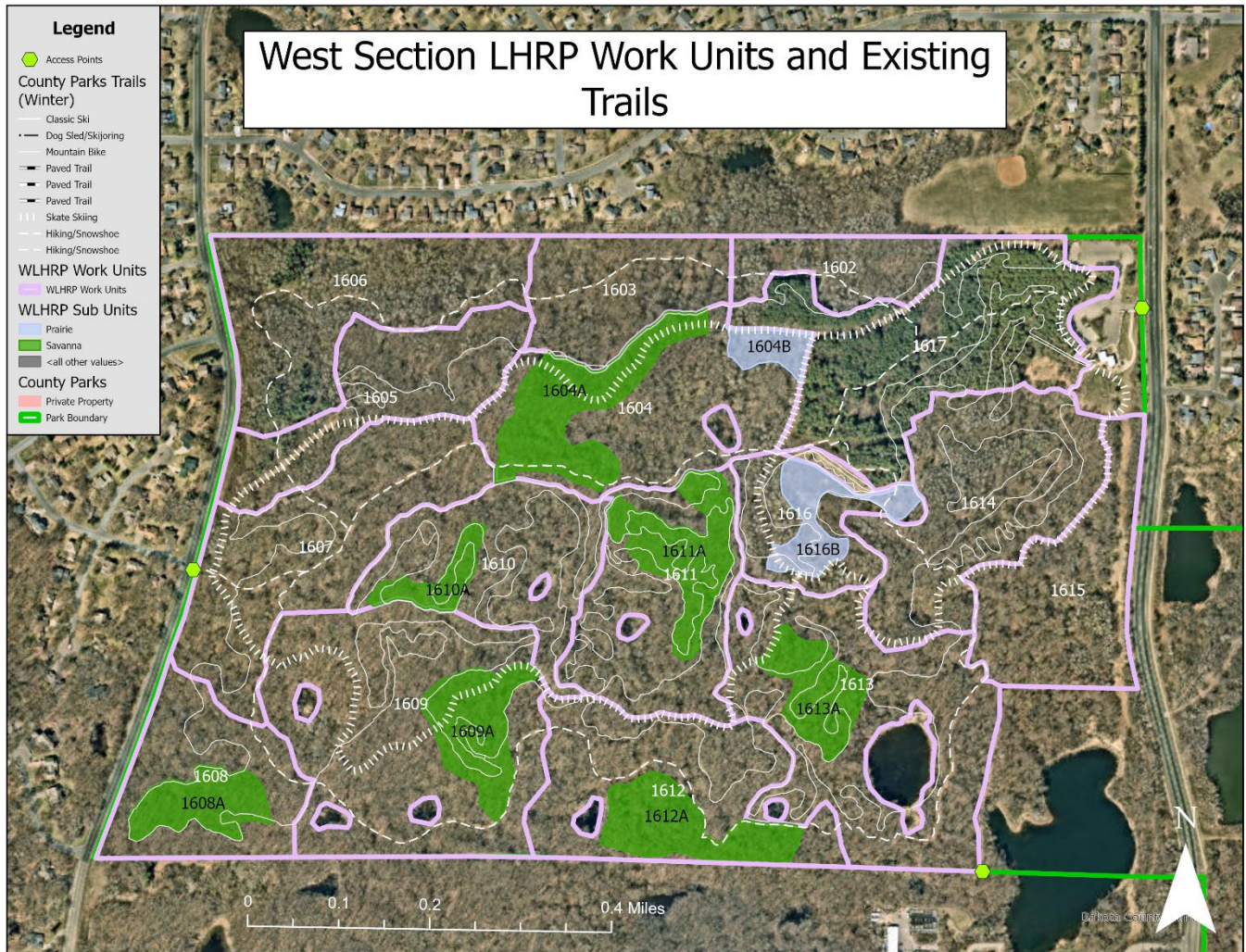


Figure 1: Base restoration work units and existing trails in the west section of Lebanon Hills Regional Park

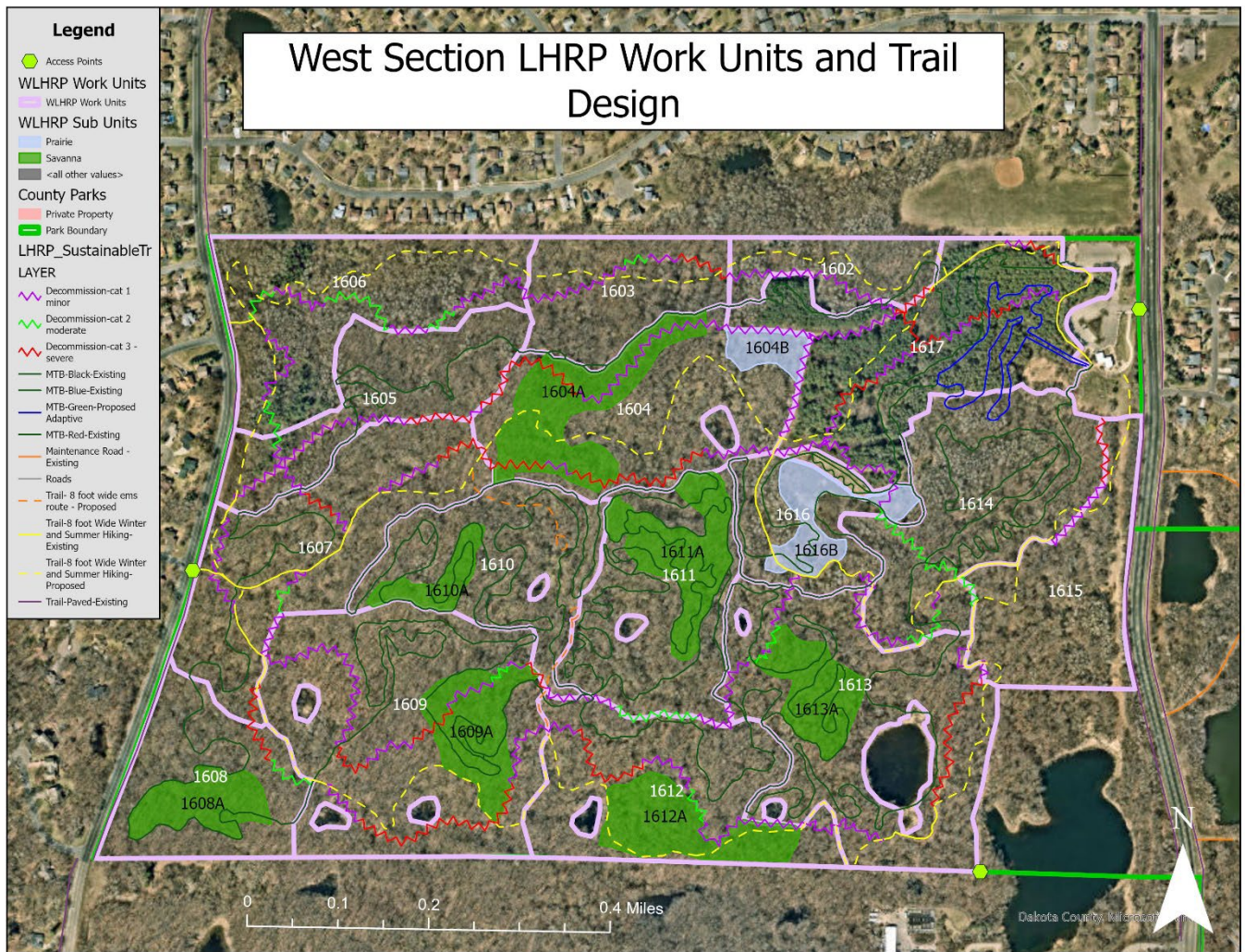


Figure 2: Work units and sustainable trail design for the West Section of Lebanon Hills Regional Park

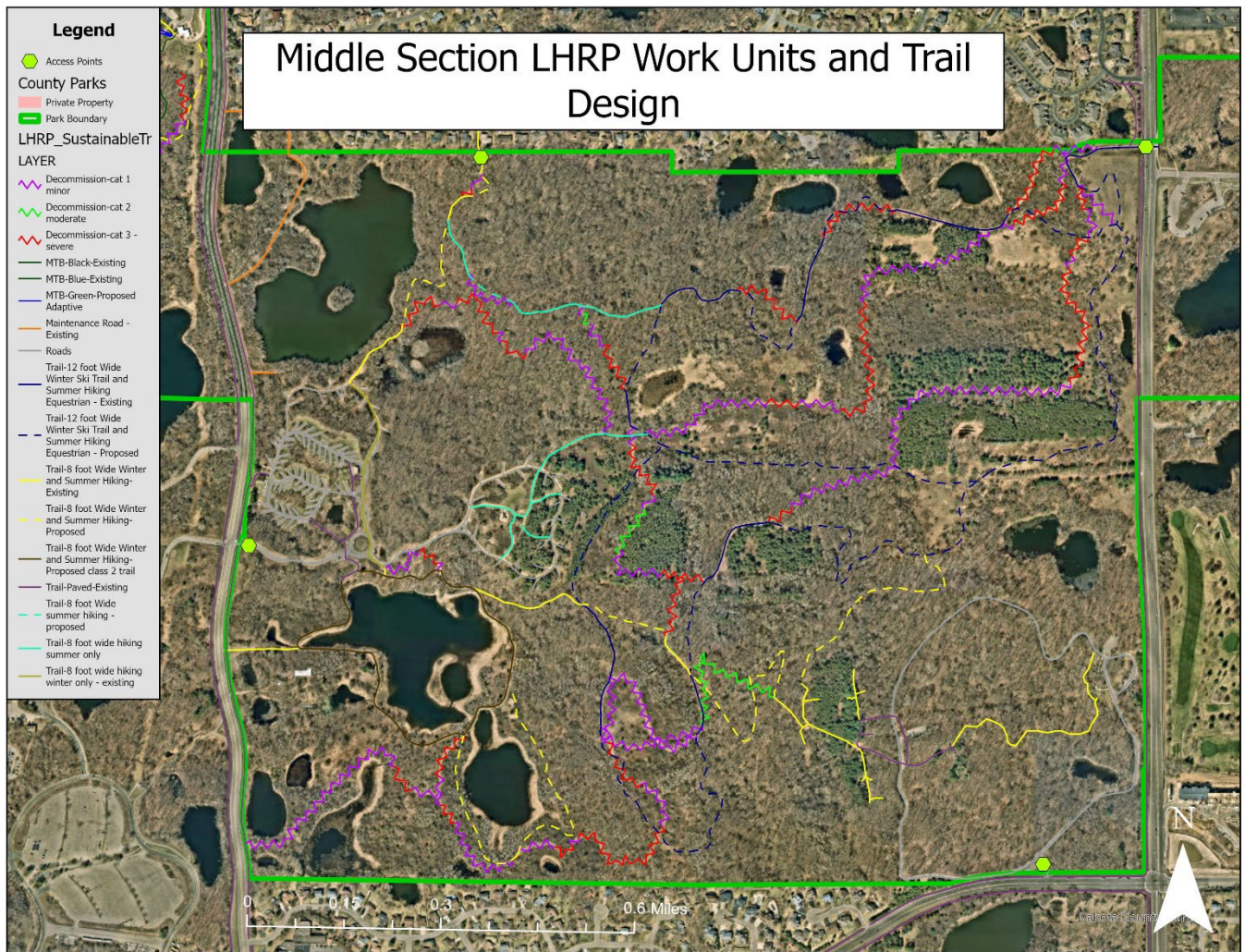


Figure 3: Middle Section of Lebanon Hills Regional Park and Sustainable Trail design associated with hazard tree removal.

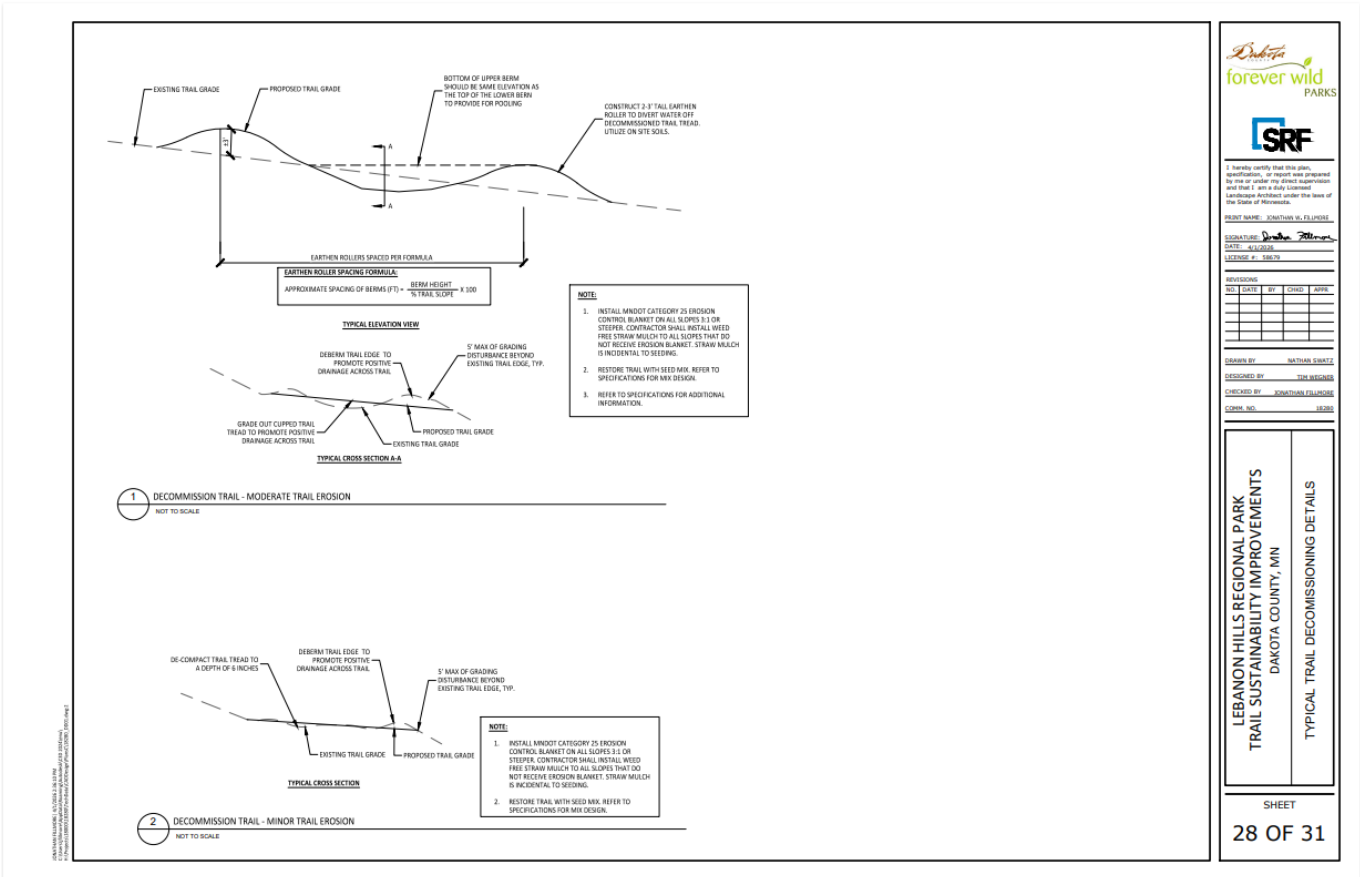


Figure 4: Cross section design of minor and moderate decommissioned trail classes that the Sustainable Trail Contractor will be grading decommissioned trails to.

**Lebanon Hills forever wild PARKS**

**SRF**

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

PRINT NAME: JONATHAN W. COLHAST  
SIGNATURE: [Signature] 2/21/2021  
DATE: 2/21/2021  
LICENSE #: 58679

REVISIONS

NO.	DATE	BY	CHG	NOTE

DRAWN BY: MATTHEW STRATZ  
DESIGNED BY: TIM WESSNER  
CHECKED BY: JONATHAN COLHAST  
CADD NO.: 18200

**LEBANON HILLS REGIONAL PARK TRAIL SUSTAINABILITY IMPROVEMENTS**  
DAKOTA COUNTY, MN

**TYPICAL TRAIL DECOMMISSIONING DETAILS**

SHEET  
**28 OF 31**

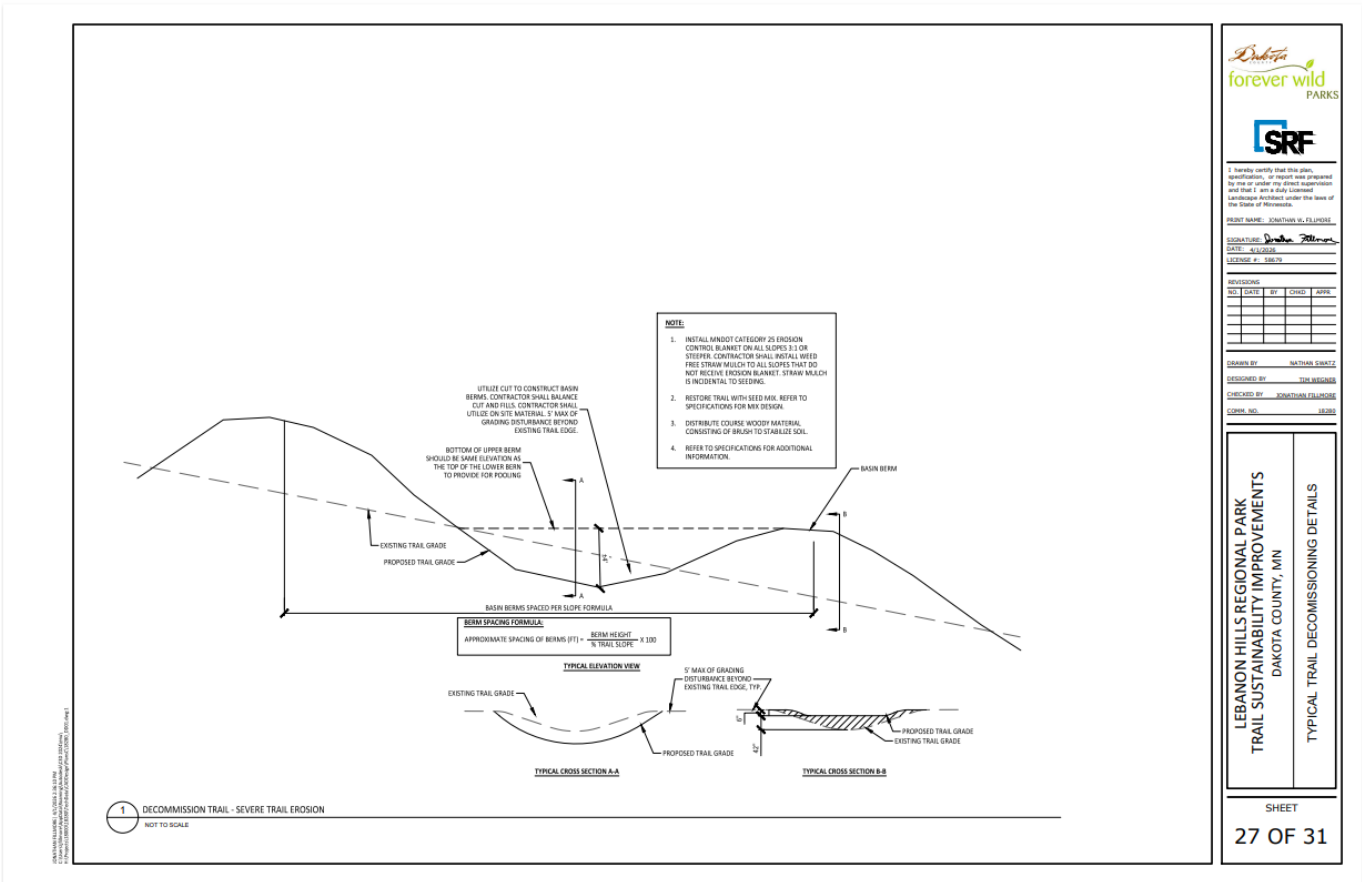


Figure 5: Cross section design of server erosion decommissioned trails that the Sustainable Trail Contractor will be grading decommissioned trails to.

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

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
<i>Acer ginnala</i>	Amur maple	Remove all. Treat stumps with systemic herbicide.
<i>Acer platanoides</i>	Norway maple	Remove all. Treat stumps with systemic herbicide.
<i>Acer negundo</i>	Boxelder	Reduce per owner's instructions. Treat stumps with systemic herbicide.
<i>Acer saccharinum</i>	Silver maple	Reduce per owner's instructions. Treat stumps with systemic herbicide.
<i>Acer sachharum</i>	Sugar maple	Reduce per owner's instructions. Treat stumps with systemic herbicide.

<i>Berberis thunbergii</i>	Japanese barberry	Remove all. Treat stumps with systemic herbicide.
<i>Caragana arborescens</i>	Siberian peashrub	Remove all. Treat stumps with systemic herbicide.
<i>Celastrus orbiculatus</i>	Round Leaf bittersweet	Remove all. Treat stumps with systemic herbicide.
<i>Celtis occidentalis</i>	Hackberry	Reduce per owner's instructions. Treat stumps with systemic herbicide.
<i>Cornus spp.</i>	Dogwood	Remove only in 1604B and 1616B
<i>Eleagnus angustifolia</i>	Russian olive	Remove all. Treat stumps with systemic herbicide.
<i>Eleagnus umbellata</i>	Autumn olive	Remove all. Treat stumps with systemic herbicide.
<i>Euonymus alatus</i>	Winged euonymus	Remove all. Treat stumps with systemic herbicide.
<i>Frangula alnus</i>	Glossy buckthorn	Remove all. Treat stumps with systemic herbicide.
<i>Juniperus virginiana</i>	Eastern Red Cedar	Reduce per owner's instructions. Treat stumps with systemic herbicide.
<i>Fraxinus pennsylvanica</i>	Green ash	Reduce per owner's instructions. Treat stumps with systemic herbicide.
<i>Lonicera x bella</i>	Showy fly honeysuckle	Remove all. Treat stumps with systemic herbicide.
<i>Lonicera morrowii</i>	Morrow's honeysuckle	Remove all. Treat stumps with systemic herbicide.
<i>Lonicera tatarica</i>	Tartarian honeysuckle	Remove all. Treat stumps with systemic herbicide.
<i>Lonicera xylosteum</i>	European fly honeysuckle	Remove all. Treat stumps with systemic herbicide.
<i>Morus alba</i>	White mulberry	Remove all. Treat stumps with systemic herbicide.
<i>Populus alba</i>	White poplar, European poplar	Remove all. Treat stumps with systemic herbicide.
<i>Quercus rubra</i>	Red Oak	Reduce per owner's instructions. Treat stumps with systemic herbicide.

<i>Quercus ellipsoidalis</i>	Pin Oak	Reduce per owner's instructions. Treat stumps with systemic herbicide.
<i>Rhamnus cathartica</i>	Common buckthorn	Remove all. Treat stumps with systemic herbicide.
<i>Rhus spp.</i>	Sumac	Remove all. Only in unit 1604B and 1616B
<i>Robinia pseudoacacia</i>	Black locust	Remove all. Treat stumps with systemic herbicide.
<i>Rosa multiflora</i>	Multiflora rose	Remove all. Treat stumps with systemic herbicide.
<i>Sorbus aucuparia</i>	European mountain-ash	Remove all. Treat stumps with systemic herbicide.
<i>Ulmus americana</i>	American elm	Reduce per owner's instructions. Treat stumps with systemic herbicide.
<i>Ulmus pumila</i>	Siberian elm	Remove all. Treat stumps with systemic herbicide.

**NOTE:** For non-native species that may be encountered on the project site, but do not occur on this list, consult with County staff for how to address them.

## ATTACHMENT D: Herbaceous Exotic Species List

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
<i>Alliaria petiolata</i>	Garlic mustard	Control aggressively
<i>Arctium minus</i>	Common burdock	Control aggressively
<i>Bromus inermis</i>	Smooth brome grass	Control aggressively
<i>Centaurea stoebe</i> ssp. <i>micranthos</i>	Spotted knapweed	Control aggressively
<i>Cirsium arvense</i>	Canada thistle	Control aggressively
<i>Cirsium vulgare</i>	Bull thistle	Control
<i>Dactylis glomerata</i>	Orchard grass	Monitor. Control if necessary.
<i>Daucus carota</i>	Queen Anne's lace	Control
<i>Echinochloa muricata</i>	Barnyard grass	Control
<i>Elymus repens</i>	Quack grass	Monitor. Control if necessary.
<i>Euphorbia esula</i>	Leafy spurge	Control aggressively
<i>Reynoutria japonica</i>	Japanese knotweed	Control aggressively
<i>Hesperis matronalis</i>	Dame's rocket	Control aggressively
<i>Linaria vulgaris</i>	Common toadflax (Butter & eggs)	Control aggressively
<i>Lotus corniculatus</i>	Birds foot trefoil	Control
<i>Lythrum salicaria</i>	Purple loosestrife	Control aggressively
<i>Medicago sativa</i>	Alfalfa	Control
<i>Melilotus alba</i>	White sweet clover	Control
<i>Melilotus officinalis</i>	Yellow sweet clover	Control
<i>Pastinaca sativa</i>	Wild parsnip	Eradicate
<i>Phalaris arundinacea</i>	Reed canary grass	Control aggressively
<i>Phleum pratense</i>	Timothy	Monitor. Control if necessary.
<i>Phragmites australis</i> ssp. <i>australis</i>	Common Reed Grass, non-native subspecies	Eradicate
<i>Poa pratensis</i>	Kentucky bluegrass	Control
<i>Rumex crispus</i>	Curly dock	Control
<i>Saponaria officinalis</i>	Soapwort (Bouncing Bet)	Control aggressively
<i>Securigera varia</i>	Crown vetch	Control aggressively

SCIENTIFIC NAME	COMMON NAME	LEVEL OF CONTROL
Setaria spp.	Foxtail grasses	Monitor. Control if necessary.
Solanum dulcamara	Bittersweet nightshade	Control aggressively
Tanacetum vulgare	Common tansy	Eradicate
Torilis japonica	Japanese hedge parsley	Eradicate
Trifolium pratense	Red clover	Control
Trifolium repens	White clover	Monitor. Control if necessary.
Verbascum thapsus	Mullein	Control

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

## ATTACHMENT E: STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

## ATTACHMENT F: INSURANCE TERMS

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

### APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation.

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

2. General Liability.

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

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

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

3. Professional Liability

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

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

4. Automobile Liability.

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

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

5. Network Security and Privacy Liability.

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

6. Pollution Liability

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

7. Evidence of Insurance.

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

8. Insurer: Policies.

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

9. Release and Waiver.

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

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota

County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23

ATTACHMENT G: SAMPLE CONTRACT

Dakota County Contract #DCA

**SAMPLE**  
**CONTRACT BETWEEN THE COUNTY OF DAKOTA**  
**AND [CONTRACTOR]**  
**FOR [SERVICE]**

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

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

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

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

**1. TERM**

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

**2. CONTRACTOR'S OBLIGATIONS**

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

2.2. Conformance to Specifications. The Services shall be in accordance with the criteria and specifications set out in **Exhibits 1 and 2.** Contractor represents and covenants it can and will perform the Services in a timely manner according to this Contract.

2.3. **Substantial Completion.** Contractor agrees to substantially complete the work, labor, or services under this Contract on or before [insert date].

2.4. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.

2.5. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.

2.6. Changes in Policy or Staff. Contractor shall provide notice of any staffing changes that may affect its performance under the Contract. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.

2.7. Successors and Assigns. In the event that the Contractor is subject to a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition, or winding down of the Contractor's business, to continue Services under the Contract the Contractor must receive written consent from the County permitting the Contractor to assign, bind, benefit, and/or ensure the Contractor's successor, legal representatives, trustees assume all rights, duties, liabilities, obligations, and provisions of the Contract.

**3. PAYMENT**

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

- 3.1. Compensation. The County shall pay for Services in the fixed amounts set out in the Contractor's [quote/bid/response]. **[Use if contract will be available to others through the State of Minnesota Cooperative Purchasing Venture]** For purchases made in accordance with the pricing stated in the State of Minnesota Cooperative Purchasing Venture, or similar cooperative purchasing ventures, the pricing stated herein, based on the cooperative purchasing contract in effect on the date of execution of this Agreement, shall control during the term of this Agreement notwithstanding the expiration of, termination of or changes to the cooperating purchasing contract.
- 3.2. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which the County receives the Contractor's invoice. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the County receives the Contractor's invoice. The County will pay Contractor within 35 calendar days after the date on which the County receives the corrected invoice.

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

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

- 3.3. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date the Contractor performed the invoiced Services.
- 3.4. Payment for Disputed or Unauthorized Claims or Services.
- A. The County may refuse to pay any invoiced Services or claims that are not expressly authorized by this Contract.
  - B. Payment of an invoice does not prevent the County from disputing the invoiced Services. Payment of a claim or invoice is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
  - C. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract.
  - D. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. The County shall notify Contractor of any incorrect, defective, or otherwise improper invoice within 10 calendar days after the date on which the audit or inspection results are received by the County. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received. For all other invoices, the County shall pay Contractor within 35 calendar days after the date on which the County receives the audit or inspection results.
  - E. The County may offset any overpayment or disallowance of any invoice by reducing future payments.
- 3.5. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.

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

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, codes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as **Exhibit Attachment [and Section G-24 in Exhibit 1] [(Parks) and Section G-18 in Exhibit 1]**. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota, or U.S. District Court, District of Minnesota.

- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required for the provision of the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within five (5) calendar days of such change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

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

**[Write Intentionally Omitted for 4.5 if Inapplicable]**

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

**[Select one bullet-point & delete the others]**

- All information, media, or material, including electronic documents (such as Word, PDF, and Excel formats) that is created or distributed in a digital format or content designed for interactive formats such as websites, mobile applications, social media platforms, kiosk content, and other digital platforms.
- [List Specific Deliverables]
- The websites, mobile applications, social media platforms, kiosk content, and other digital platforms that are developed, designed, hosted, operated, and/or maintained by the Contractor. Notwithstanding anything to the contrary in this Contract, Contractor must maintain compliance with WCAG 2.1, Level AA throughout the contract term for all system components, contents, and code, including interactive features and third-party integrations. The Contractor must provide an updated Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Template (VPAT) 2.4 or later template version upon request of the County or upon major version releases.

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

## 5. **INDEPENDENT CONTRACTOR STATUS**

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

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

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

## 6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
  - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
  - C. Nationally or internationally recognized overnight courier, with tracking service, with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
  - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept or respond to the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

## 7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:
- A. Intentional, willful, or negligent acts or omissions; or
  - B. Actions or omissions that give rise to strict liability; or
  - C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract;

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

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

- 7.2. Limitations. **[Only use if contract is for building or construction: Contractor's obligation to indemnify or hold harmless the County, its officers, agents, and employees for liability or claims of liability arising out of bodily injury to persons or out of physical damage to tangible or real property shall apply to the extent such damages and injury are attributable to the negligent acts or omissions of Contractor, or Contractor's independent contractors, agents, employees, or delegates.]** This limitation is not a waiver on the part of

the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws shall govern the liability of the County. This indemnity provision shall survive expiration or termination of this Contract.

- 7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:
- A. any demand, action, suit, or proceeding against the party providing Notice; or
  - B. any event or fact that may give rise to indemnification under section 7.1 by Contractor.
- 7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County from undertaking control of the defense.
- 7.5. The language used in this section shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary.
- 7.6. [Parks G-paragraph]: The provisions of Section G-6 of Exhibit 1 supplement, but do not displace this paragraph.]

## 8. **INSURANCE**

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

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

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

## 9. **SUBCONTRACTING**

- 9.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.
- 9.2. Permitted Subcontracting. Contractor may subcontract with the Subcontractors identified in Contractor's [quote/bid/response] or as permitted by the County in writing, subject to the following:
- A. Contractor shall be responsible for the performance of its Subcontractors.
  - B. All Subcontractors shall comply with the provisions of this Contract.
  - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Contractor must provide such Notice no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This provision is required by Minn. Stat. §471.425. Contractor shall pay subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

## 10. FORCE MAJEURE

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

## 11. DEFAULT

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

## 12. TERMINATION

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

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

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

1.7. Effect of Termination for Cause or without Cause.

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

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

**13. CONTRACT RIGHTS/REMEDIES**

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

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

**14. AUTHORIZED REPRESENTATIVE**

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

<p><b>To the Contractor:</b>          [Name]          [Title]          [Street]          [City, State Zip]          Telephone: [Telephone Number]          [Email Address]</p>	<p><b>To the County:</b>          [Name]          [Title]          [Department]          [Street]          [City, State Zip]          Telephone: [Telephone Number]          [Email Address]</p>
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14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

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

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

**15. LIAISON**

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

Contractor Liaison: [Name]	County Liaison: [Name]
Telephone: [Telephone Number]	Telephone: [Telephone Number]
Email Address: [Email Address]	Email Address: [Email Address]

15.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

**16. OWNERSHIP OF WORK PRODUCT**

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the Works, including all copyrights therein.

**17. AMENDMENTS**

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

**18. SEVERABILITY**

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

**19. WARRANTY**

Contractor expressly warrants that all goods, products and workmanship provided under this Contract shall conform to the County's specifications as described in this Contract. Contractor shall replace any non-conforming goods and products and remedy any defects in the work and pay for any damage to other work resulting from the non-conforming work, at its own expense, and pay for any damage to other goods or products resulting from the non-conforming goods, work or products, that shall appear within a period of TWELVE MONTHS from the date of final acceptance by County of the goods, work or products.

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

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

**20. MERGER**

- 20.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 20.2. Exhibits. The following Exhibits **and addenda (delete if no addenda)**, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – County's Request for Choose an item, dated Enter Date

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

**Exhibit 3 – Standard Assurance**

**Exhibit 4 – Insurance Terms**

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

## **21. CONFIDENTIALITY**

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

## **22. ELECTRONIC SIGNATURES**

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

## **23. CONTRACT INTERPRETATION AND CONSTRUCTION**

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

**24. WAGE WITHHOLDING TAX**

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

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

**COUNTY OF DAKOTA**

**CONTRACTOR**

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

By: SAMPLE  
[Name, Title]  
[Department]

By: SAMPLE  
Signature

Date of Signature: SAMPLE

SAMPLE  
Title

Contract Number: C00

Date of Signature: **SAMPLE**

Dakota County Board Resolution:

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

Please print or type (in ink)

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

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

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

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ email: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

V.7 Revised: MMH (06-19)

## ATTACHMENT I: TRADE SECRET FORM

### Trade Secret Information Form

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

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

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

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

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

*Revised: 6/28/2018*

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# ATTACHMENT J: Minnesota Department of Labor and Industry Prevailing Wages for State Funded Construction Projects

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



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

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

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

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

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

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

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

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

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

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

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



LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	SERVICES PROVIDED BY THE CONTRACTOR.				
<b>SPECIAL EQUIPMENT (201 - 204)</b>					
201	ARTICULATED HAULER	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
202	BOOM TRUCK	2025-11-03	48.96	29.40	78.36
		2026-05-04	50.49	31.00	81.49
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2025-11-03	41.37	29.40	70.77
		2026-05-04	42.60	31.00	73.60
204	OFF-ROAD TRUCK	2025-11-03	46.25	29.40	75.65
		2026-05-04	47.68	31.00	78.68
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-11-03	38.90	23.49	62.39
<b>HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR</b>					
<b>GROUP 2</b>		2025-11-03	47.24	29.40	76.64
		2026-05-04	48.71	31.00	79.71
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
308				
TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 3</b>	2025-11-03	46.61	29.40	76.01
	2026-05-04	48.05	31.00	79.05
309				
ASPHALT BITUMINOUS STABILIZER PLANT				
310				
CABLEWAY				
311				
CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312				
DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313				
DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314				
DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315				
FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316				
LOCOMOTIVE CRANE OPERATOR				
317				
MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318				
MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319				
TRACTOR , BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320				
TANDEM SCRAPER				
321				
TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322				
TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
<b>GROUP 4</b>	2025-11-03	46.25	29.40	75.65
	2026-05-04	47.68	31.00	78.68
323				
AIR TRACK ROCK DRILL				
324				
AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325				
BACKFILLER OPERATOR				
326				
CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327				
BITUMINOUS ROLLERS, RUBBER TIRE OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328				
BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329				
BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330				
CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331				
CHIP HARVESTER AND TREE CUTTER				
332				
CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333				
CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334				
CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335				
CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336				
CURB MACHINE				
337				
DIRECTIONAL BORING MACHINE				

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
372				
373				
374				
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376				
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381				
382				
383				
384				
385				
<b>GROUP 6</b>	2025-11-03	41.37	29.40	70.77
	2026-05-04	42.60	31.00	73.60
387				
388				
389				
390				
391				
392				
393				
394				
395				
396				
397				
<b>TRUCK DRIVERS</b>				
<b>GROUP 1</b>	2025-11-03	41.35	24.70	66.05
	2026-05-01	43.29	25.40	68.69
601				
602				
603				
<b>GROUP 2</b>	2025-11-03	40.71	24.70	65.41

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
604	2026-05-01	42.63	25.40	68.03	
FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK					
<b>GROUP 3</b>	2025-11-03	40.60	24.70	65.30	
	2026-05-01	42.51	25.40	67.91	
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
<b>GROUP 4</b>	2025-11-03	40.31	24.70	65.01	
	2026-05-01	42.21	25.40	67.61	
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
<b>SPECIAL CRAFTS</b>					
701	HEATING AND FROST INSULATORS	2025-11-03	47.10	24.40	71.50
702	BOILERMAKERS	2025-11-03	48.35	31.93	80.28
703	BRICKLAYERS	2025-11-03	49.91	28.34	78.25
		2026-05-01	52.91	28.34	81.25
704	CARPENTERS	2025-11-03	47.57	32.17	79.74
		2026-05-01	50.76	32.17	82.93
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLI.PREVWAGE@STATE.MN.US">DLI.PREVWAGE@STATE.MN.US</a>			
706	CEMENT MASONS	2025-11-03	49.63	27.82	77.45
707	ELECTRICIANS	2025-11-03	59.00	35.79	94.79
		2026-05-01	63.59	35.79	99.38

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
711 GROUND PERSON	2025-11-03	46.41	22.77	69.18
712 IRONWORKERS	2025-11-03	46.35	37.86	84.21
	2026-05-03	49.50	37.86	87.36
713 LINEMAN	2025-11-03	59.36	26.71	86.07
714 MILLWRIGHT	2025-11-03	42.95	37.81	80.76
	2026-05-01	46.15	37.81	83.96
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-11-03	48.00	29.09	77.09
	2026-05-04	50.50	29.09	79.59
716 PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-11-03	47.71	31.98	79.69
	2026-05-01	50.90	31.98	82.88
717 PIPEFITTERS . STEAMFITTERS	2025-11-03	56.24	39.30	95.54
	2026-05-01	61.24	39.30	100.54
719 PLUMBERS	2025-11-03	61.28	31.52	92.80
721 SHEET METAL WORKERS	2025-11-03	56.71	35.82	92.53
	2026-05-01	60.96	35.82	96.78
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLJ.PREVWAGE@STATE.MN.US">DLJ.PREVWAGE@STATE.MN.US</a>			
724 TILE SETTERS	2025-11-03	34.76	23.29	58.05
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL <a href="mailto:DLJ.PREVWAGE@STATE.MN.US">DLJ.PREVWAGE@STATE.MN.US</a>			
727 WIRING SYSTEM TECHNICIAN	2025-11-03	51.07	24.02	75.09
	2026-07-01	54.44	24.02	78.46
728 WIRING SYSTEMS INSTALLER	2025-11-03	35.78	18.73	54.51

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