

# REQUEST FOR QUALIFICATIONS

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**River to River Greenway – Charlton Tunnel:  
Mural/Artwork Installation**

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**RFQ Date:  
Monday, February 7, 2022**

**Letter of Intent Due Date:  
Monday, February 28, 2022 (4 PM Central Standard Time)**

**Proposal Due Date:  
Monday, March 21, 2022 (4 PM Central Standard Time)**

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**CONTACT:**

**Autumn Hubbell  
Dakota County Parks, Physical Development Division  
860 Cliff Road  
Eagan, MN 55123  
651-554-6536  
Autumn.hubbell@co.dakota.mn.us**



## **A. PURPOSE OF REQUEST**

Dakota County Parks in partnership with Garlough Environmental Magnet School, Dodge Nature Center, and the Dakota County Public Art Citizen Advisory Committee seek teaching artists to design, fabricate and install a mural within the tunnel along the River to River Greenway in West St. Paul, Minnesota. The artist should reside in or be connected to the Dakota County community in a meaningful way. The mural will be designed with the collaboration of students at Garlough Environmental Magnet School. This Request for Qualifications (RFQ) will consist of a two-part process, with an initial response to this RFQ due on Monday, February 28, 2022. Finalists will receive a \$500 stipend to prepare a full proposal, which will be due on Monday, March 21, 2022.

## **B. BACKGROUND INFORMATION**

The tunnel is located on the River to River Greenway in West St. Paul, Minnesota and managed by Dakota County Parks. The greenway map can be viewed here:

<https://www.co.dakota.mn.us/parks/Documents/RiverToRiverGreenwayMap.pdf>. The tunnel provides access under Charlton Street, connecting Garlough Park, adjacent to Garlough Environmental Magnet School, to Dodge Nature Center. The tunnel images and specifications are found in Attachment F and G.

The River to River Greenway is a paved recreational trail that stretches through the cities of Mendota Heights, West St. Paul, and South St. Paul. The natural resources along the greenway corridor include prairies, oak woodlands, forest and wetlands and these areas provide wildlife habitat and enhance the visitor experience. The River to River Greenway connects the Mississippi River Greenway to the Minnesota River Greenway, allowing for an extensive and accessible biking, running, or walking experience.

Garlough Environmental Magnet School is adjacent to the greenway, and tunnel. The school community approached the Parks department with the idea for this artwork and partnership, as they were interested in building community and beautifying the tunnel, as well as providing an opportunity within their curriculum for student engagement. Garlough's school community includes students who identify as Hispanic or Latino (42.3%), American Indian or Alaska Native (1.5%), Asian (2.3%), Black or African-American (15.9%), Native Hawaiian or other Pacific Islander (.3%), White (31.7%) or of two or more races (6%).

Also engaged in this project are the Dakota County Public Art Citizen Advisory Committee and Dodge Nature Center. The Public Art Citizen Advisory Committee is a citizen committee that is empowered by the county's board of commissioners to make recommendations related to pieces of art placed in county public buildings and spaces. Dodge Nature Center has a longstanding partnership with Garlough Environmental Magnet School, providing environmental education experiences for and with students of the school. The greenway itself extends through Dodge Nature Center property.

## **C. PROJECT DESCRIPTION**

The project includes the following components:

1. *Design* of a permanent mural (minimum 20 years) or other artwork in collaboration with the students and staff of Garlough Environmental Magnet School and reviewed by the partner organizations listed above.
2. *Curriculum Development* in partnership with the staff at Garlough Environmental Magnet School to support the project.

3. *Creation and Installation* of the permanent mural or other artwork, with components of the artwork being created in collaboration with the students and staff of Garlough Environmental Magnet School. Ensuring students collaborate and help shape the design of the created art will be important.
4. Development of *Artistic Themes* within the artwork focused on communities, including natural communities (e.g. local Minnesota ecosystems) and human communities (e.g. Garlough, West St. Paul, Dakota County).
5. *Administrative* tasks associated with the artwork development, including site visits, meetings, correspondence, and coordination with partners.

#### **D. PROJECT DELIVERABLES**

The project includes the following deliverables:

##### **Project Kickoff**

- One kickoff meeting with project team, including representatives from Garlough Elementary, Dakota County, Dodge Nature Center and the Dakota County Public Art Citizen Advisory Committee to review project, timeline, and cover administrative tasks.
- Three meetings with Garlough Elementary’s teaching staff to review logistics and curriculum for engaging students in design process.

##### **Artistic Concept Design**

- A weeklong (or equivalent) residency during the school day where the artist facilitates the development of a concept design for the artwork with students and staff. Every grade and class will be engaged. Schedule determined by staff at Garlough Elementary in partnership with selected artist.
- Framework and direction to be provided to Garlough Elementary’s teaching staff to support the development of the design when artist may not be present.
- Bi-weekly check-ins with project manager to review project progress.
- One meeting with project team to review design and incorporate feedback.
- One meeting and as needed communication with staff at Garlough Elementary to coordinate the residency.
- Design of artwork to be installed in tunnel to following specifications:
  - Artwork that covers 50-100% of the tunnel’s interior surfacing. Specific approach to be proposed by artist. Artwork should include an entry way experience at both tunnel entrances.
  - Artwork must be permanent (designed to be in place minimum of 20 years).
  - Artwork will be focused on artistic themes of communities, including natural communities (e.g. local Minnesota ecosystems) and human communities (e.g. Garlough, West St. Paul, Dakota County).
  - Artwork will be representative and inclusive of student population at Garlough Elementary.
  - Consideration must be given to materiality that will withstand graffiti or other vandalism. In addition, an anti-graffiti coating will be required at the completion of the project.

**Creation of Artwork**

- Creation and installation of artwork per requirements outlined in design phase.
- Bi-weekly check-ins with project manager to review project progress.
- Review of artwork with project team.
- Potential inclusion of students in creation of artwork.

*Project Closeout*

- Attendance at community event to celebrate artwork.
- Written description of artwork, process, and student contributions.
- One meeting with project team to review project process and provide feedback for future projects of a similar type within County Greenway system.

**E. PROJECT MANAGEMENT**

The project will be managed by Dakota County, in collaboration with its partners at Garlough Environmental Magnet School, Dakota County Public Art Citizen Advisory Committee, and Dodge Nature Center.

As part of the project, Dakota County and its partners will provide the following materials or services for the project:

- Assistance in organizing meetings and providing meeting rooms, virtual spaces, and associated audio-visual needs.
- Assistance in organizing students and classroom logistics to support the art design and installation.
- Resources and direction in understanding the natural communities surrounding the Greenway corridor (i.e. what plants grow nearby, what animals live in the spaces around the tunnel).

**F. PROJECT BUDGET**

The project budget for the components listed above is \$40,000 - \$50,000. All costs are included in the budget, including, but not limited to: the artist’s time for design, fabrication and teaching; materials and supplies; and coordination and administration time.

**G. PROJECT SCHEDULE**

**Design**

- |  |                                 |
|--|---------------------------------|
| 1. RFQ Issued                                  | February 7, 2022                |
| 2. Deadline for RFQ questions                  | February 18, 2022               |
| 3. Letters of intent received by Dakota County | February 28, 2022 by 4:00pm CST |
| 4. Finalists notified                          | March 4, 2022                   |
| 5. Execution of contract                       | March 11, 2022                  |
| 6. Full proposals received by Dakota County    | March 21, 2022 by 4:00pm CST    |
| 7. Review of proposals                         | March 18-25, 2022               |
| 8. Interview, if needed                        | March 25, 2022                  |

- |                           |                 |
|---------------------------|-----------------|
| 9. Artist selection       | April 1, 2022   |
| 10. Execution of contract | April 8, 2022   |
| 11. Project start         | April 7, 2022   |
| 12. Design Development    | April-June 2022 |
| 13. Design Deadline       | July 1, 2022    |

**Fabrication and Installation**

- |                                 |                     |
|---------------------------------|---------------------|
| 1. Site Prep                    | July-August 2022    |
| 2. Fabrication and Installation | August-October 2022 |
| 3. Celebration                  | October 2022        |

**H. SUBMITTAL REQUIREMENTS**

**LETTER OF INTENT**

Any interested artist or artist team is encouraged to submit a letter of intent according to the following criteria:

**Format:** Letters should be submitted in a .pdf as an email smaller than 10 MB or in an emailed link to an FTP site for download. Letters should be ready to print on 8-1/2" x 11" paper. Sequentially number all pages in the letter throughout. Text and exhibits should be succinct and relevant to the RFQ requirements. Letters should not exceed 50 pages.

**The Letter of Intent shall include:**

1. Contact Information: Name, address, phone number, email. If submitting as a team, please submit all artists' names, addresses, phone numbers and email address as well as one artist to be selected as point of contact.
2. References: Name, phone numbers, and email addresses for 2 references that can speak to past projects.
3. Resume: Professional resumes of no more than 2 pages for each team member.
4. Work samples: No more than ten (10) JPEG images of existing artwork. If applying as a team, identify all artist of the work.
5. Statement of Interest: Explain why the artist or artist team is interested in this project, why the artist would be a good candidate for the project, and how the artist's experience would inform the themes and goals of the project. Include experience in creating public art and as a teaching artist.

**PROPOSAL**

Those artists and artist teams that have submitted a letter of intent and been selected to submit a proposal will follow the criteria below:

**Format:** Proposals should be submitted in a .pdf as an email smaller than 10 MB or in an emailed link to an FTP site for download. Proposals should be ready to print on 8-1/2" x 11" paper. Sequentially number all pages in the proposal throughout. Text and exhibits should be succinct and relevant to the RFQ requirements. Proposals should not exceed 50 pages.

1. Description of Proposed Artwork: Include description of proposed approach to this project, including how you will collaborate with the students throughout, as described in this Request for Qualifications.
2. Concept/Renderings of Proposed Artwork: Include location, dimensions, material, colors and finishes. This is a concept and will be refined as the artist works with the students. However, this proposal should include the parameters that will inform the artwork, budget, materials and schedule, so as to keep the engagement of the students within scope.
3. Artwork Budget: Include all fees for the design through fabrication of the artwork.
4. Artwork Schedule: Describe how the artist or artist team will complete the work within the timeframe outlined by this Request for Qualifications.

**For questions related to submittal requirements or the project overall, please contact Autumn Hubbell, Parks outdoor education supervisor at [autumn.hubbell@co.dakota.mn.us](mailto:autumn.hubbell@co.dakota.mn.us) or 651.554.6536.**

### **I. EVALUATION CRITERIA**

Each letter of intent will be assessed as to how well it responds to this RFQ. Dakota County and its partners will identify responses that most closely meet the project needs. Upon review of the response, three artists may be selected as finalists to submit full proposals.

Evaluation criteria for the submitted proposals will include but not be limited to the following:

1. Qualifications and experience of the artist relating to previous similar projects.
2. Project team.
3. Grasp of project requirements - the artist' analysis, interview preparation, and level of interest.
4. Project approach/methodology.
5. Ability to meet schedule.
6. Responsiveness – compatibility between artist and the key planning participants, general attitude, ability to communicate.
7. Demonstrated ability to collaborate with partners.
8. Demonstrated ability as a teaching artist with schools or other youth organizations.
9. Demonstrated ability to collaborate with students to inform design, content, fabrication
10. Demonstrated ability to synthesize thematic content into inclusive artwork for public view.
11. Demonstrated ability to create permanent and high-quality artwork.
12. Fee estimate – understanding total project cost toward the project deliverables.

### **J. SUBMISSION DEADLINE AND QUESTIONS**

One (1) electronic copy (pdf format) of the Letter of Intent, smaller than 10 MB shall submitted electronically **by 4:00 p.m., Central Time, on Monday, February 28, 2022** for consideration to:

Autumn Hubbell  
Outdoor Education Supervisor  
651.554.6536  
[autumn.hubbell@co.dakota.mn.us](mailto:autumn.hubbell@co.dakota.mn.us)

Dakota County Parks  
Lebanon Hills Visitor Center  
860 Cliff Road

Egan, MN 55123

Questions regarding this RFQ and the project must be received before 4:30 PM Central Standard Time, February 18, 2022.

Responses to the questions will be distributed to RFQ recipients on Tuesday, February 22, 2022.

Selected artists will submit one (1) electronic copy (pdf format) of the Proposal, smaller than 10 MB shall submitted electronically **by 4:00 p.m., Central Time, on Monday, March 21, 2022.** for consideration to:

Autumn Hubbell  
Outdoor Education Supervisor  
651.554.6536  
[autumn.hubbell@co.dakota.mn.us](mailto:autumn.hubbell@co.dakota.mn.us)

Dakota County Parks  
Lebanon Hills Visitor Center  
860 Cliff Road  
Egan, MN 55123

#### **K. CONTRACT**

The term of the contract to be awarded under this RFQ will be from the date executed by all parties until services are complete, which shall be no later than December 30, 2022. The County will prepare a contract with the selected Consultant. The County will use its standard contract terms and conditions, which are available upon request. The selected Consultant must be willing to sign a contract that will incorporate the RFQ plus attachments, the response to proposal and any other terms negotiated by the parties.

Contractor grants County a royalty-free irrevocable, non-exclusive, non-transferable, non-assignable perpetual license in all works or materials created pursuant to this Contract. County may prepare, copy, use, and distribute these works or materials and create derivative works or materials for the benefit of County or government purposes or uses, or as required by law. The only restrictions on the County's use of works or materials and derivative works or materials related to this Contract are those specifically stated in this section.

#### **L. ATTACHMENTS**

- A. Standard Assurances
- B. Insurance Terms
- C. Non-Collusion and Conflict of Interest Statement
- D. Trade Secret Information Form
- E. Sample Contract
- F. Tunnel Images.

**G. Tunnel Specifications.**

## ATTACHMENT A

### 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 of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, 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 because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status. 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 of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. 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.

K. 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 is subject to the requirements of the Minnesota Government Data Practices Act, Minn.

Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements 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 the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. 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. **CONTRACTOR GOOD STANDING.** Contractor shall maintain Good Standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in Good Standing status within 5 calendar days of such change. Foreign business entities 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).

6. **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).

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 GPB-LSO-JET (Rev. 10-19)

**ATTACHMENT B**

**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 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 (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which 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). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. 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.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 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).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

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 \$1,500,000 per occurrence and aggregate (if applicable). 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.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for DAKOTA COUNTY hereunder. 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") or similar policy option if necessary or appropriate to avoid impairment of DAKOTA COUNTY's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise DAKOTA COUNTY of any intended or pending change of any Professional Liability insurers or policy forms, and provide DAKOTA COUNTY with all pertinent information that DAKOTA COUNTY may reasonably request to determine compliance with this section; and (b) immediately advise DAKOTA COUNTY of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of DAKOTA COUNTY.

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 \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include DAKOTA COUNTY, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. DAKOTA COUNTY shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as DAKOTA COUNTY may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide DAKOTA COUNTY with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide DAKOTA COUNTY with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the DAKOTA COUNTY Certificate of Insurance, or in such other form as DAKOTA COUNTY may reasonably request, and shall contain sufficient information to allow DAKOTA COUNTY to determine whether there is compliance with these provisions. At the request of DAKOTA COUNTY, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to DAKOTA COUNTY prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurance Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to DAKOTA COUNTY. Such acceptance by DAKOTA COUNTY shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, DAKOTA COUNTY shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to DAKOTA COUNTY. If DAKOTA COUNTY does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to DAKOTA COUNTY.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, DAKOTA COUNTY shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to DAKOTA COUNTY immediately upon presentation of invoice.

9. Loss Information. At the request of DAKOTA COUNTY, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of DAKOTA COUNTY under this section. Such loss information shall include such specifics and be in such form as DAKOTA COUNTY may reasonably require.

10. 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 hereof, 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).

K/CM/Exh/Insure-Prof-Liability-CM.doc

Revised: 10/07

**ATTACHMENT C**

**NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT**

Please print or type (in ink)

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

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

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

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

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

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

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

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

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

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

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Authorized Signature	Title	Date
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You are advised that according to Dakota County Board Resolution 12-508, 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.6 Revised: 2/2016 JET/LSO**

**ATTACHMENT D  
TRADE SECRET INFORMATION 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.**

Revised: 6/28/2018

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Public Records and Requests for Confidentiality

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

Any request for confidential treatment of trade secret information in a Responder's 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. 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 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 or 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 bid or 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.

*Revised: 6/22/2018*

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

This Contract is between County of Dakota ("County") and [Contractor], [Address, City, State, Zip], ("Contractor"). Contractor is a [insert state where business is organized/incorporated (e.g., Minnesota)] [insert business type (e.g., corporation)]. This Contract uses the word "parties" for both County and Contractor.

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

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

**ACCORDINGLY**, the parties agree:

**1. TERM**

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

**2. CONTRACTOR'S OBLIGATIONS**

- 2.1. General Description. Contractor shall provide the services generally described in the Choose an item. and Contractor's Proposal (collectively, "Services").
- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. 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.
- 2.4. 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.
- 2.5. Changes in Policy or Staff. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.6. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.

**3. PAYMENT**

- 3.1. Total Cost. County will pay Contractor a total amount not to exceed [Maximum Amount] and [cents]/100 Dollars (\$[Dollar Amount]) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.
- 3.2. Compensation. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.

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

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

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 3 [Exhibit 1 Attachment ]. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. It is the policy of the County to respect culture and reduce bias in the workplace and service delivery. The County's commitment to inclusion, diversity, and equity requires that the Contractor uphold respectful regard for cultural differences and recognition of individual protected-class status as defined under law.

The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the County receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the County of compliance with any required remedial actions within the time period provided by the County. If the behavior persists, the County may terminate the Contract in accordance with section 12, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

## 5. INDEPENDENT CONTRACTOR STATUS

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

## 6. NOTICES

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

## 7. INDEMNIFICATION

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

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

- 7.2. Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the County or any third party for whom the Contractor is not legally liable. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

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

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

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

## 8. **INSURANCE**

Contractor shall maintain policies of insurance as set forth in Exhibit 4 [Exhibit 1 Attachment ], and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

## 9. **SUBCONTRACTING**

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

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

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

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

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

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

## 10. **FORCE MAJEURE**

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

## 11. **DEFAULT**

11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting

party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.

- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

## 12. TERMINATION

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

- F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

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

12.7. Effect of Termination for Cause or without Cause.

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

**13. CONTRACT RIGHTS AND REMEDIES**

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

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

**14. AUTHORIZED REPRESENTATIVE**

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

**To Contractor:**  
**SAMPLE CONTRACT**  
 [Title]  
 [Street]  
 [City, State Zip]  
 Telephone: [Telephone Number]  
 [Email Address]

**To the County:**  
 [Name]  
 [Title]  
 [Department]  
 [Street]  
 [City, State Zip]  
 Telephone: [Telephone Number]  
 [Email Address]

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

14.3. In addition, Notices regarding breach or termination shall also be provided to:

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

**15. LIAISON**

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

Contractor Liaison: **SAMPLE**  
Telephone: [Telephone Number]  
Email Address: [Email Address]

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

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

**16. OWNERSHIP OF WORK PRODUCT**

*[Select one clause and delete the other]*

*[Standard ownership]* 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.

*[Use if Contractor pushes back; License]* Contractor grants County a royalty-free irrevocable, non-exclusive, non-transferable, non-assignable perpetual license in all works or materials created pursuant to this Contract. County may prepare, copy, use, and distribute these works or materials and create derivative works or materials for the benefit of County or government purposes or uses, or as required by law. The only restrictions on the County's use of works or materials and derivative works or materials related to this Contract are those specifically stated in this section.

**17. AMENDMENTS**

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

**18. SEVERABILITY**

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

**19. MERGER**

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

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

- Exhibit 1 – County's Request for  (including Attachments )
- Exhibit 2 - Contractor's Response to Request for  dated [Enter Date]
- Exhibit 3 – Standard Assurance
- Exhibit 4 – Insurance Terms

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and

constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2.

## **20. CONFIDENTIALITY**

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

## **21. ELECTRONIC SIGNATURES**

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

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

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

## **23. WAGE WITHHOLDING TAX**

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

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

**COUNTY OF DAKOTA**

**CONTRACTOR**

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

By: **SAMPLE CONTRACT** \_\_\_\_\_  
[Name, Title]  
[Department]

Date of Signature: \_\_\_\_\_

By: **SAMPLE CONTRACT** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Signature: \_\_\_\_\_

Contract Number: C00

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Dakota County Attorney/Date  
KS-  
Dakota County Board Resolution:

SAMPLE

**ATTACHMENT F  
TUNNEL IMAGES**

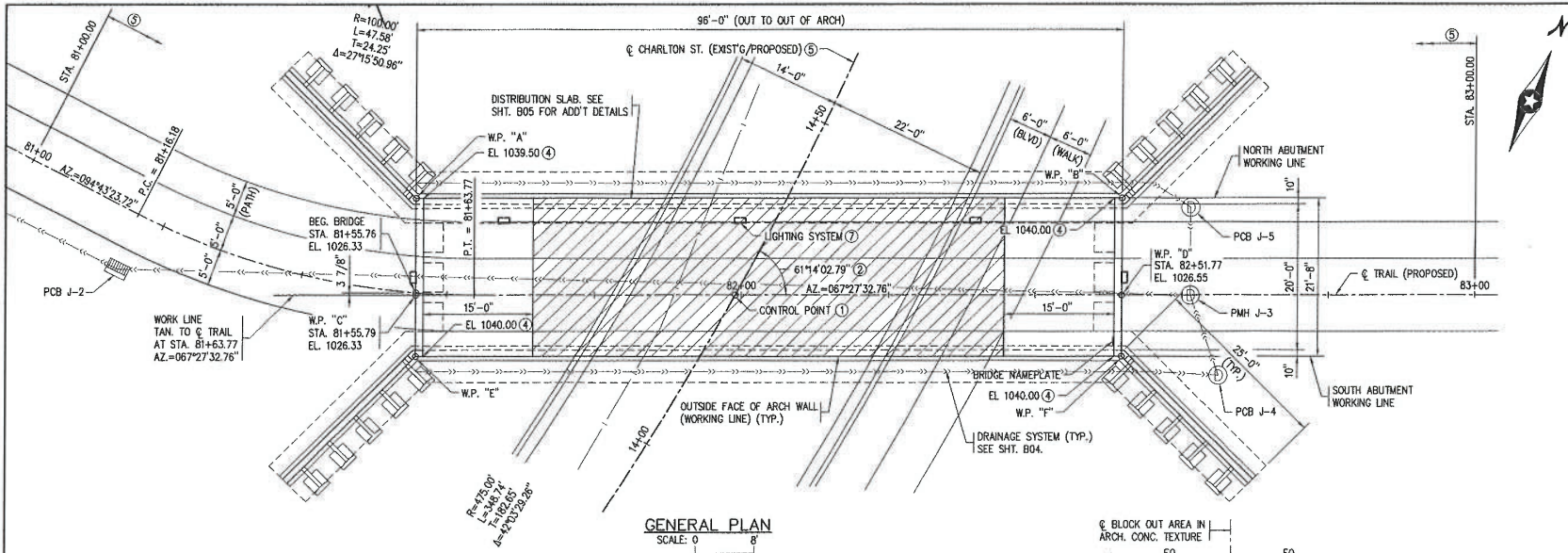


Tunnel Entrance



Tunnel Interior

# ATTACHMENT G TUNNEL SPECIFICATIONS



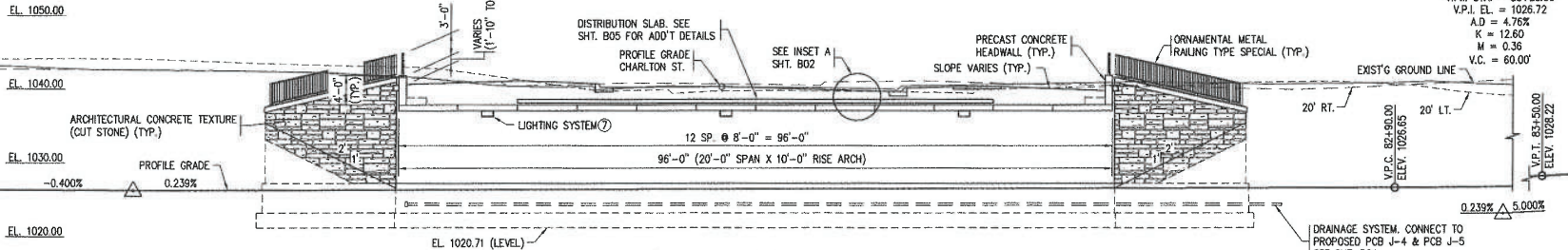
**GENERAL PLAN**  
SCALE: 0 8'

**CONSTRUCTION NOTES:**

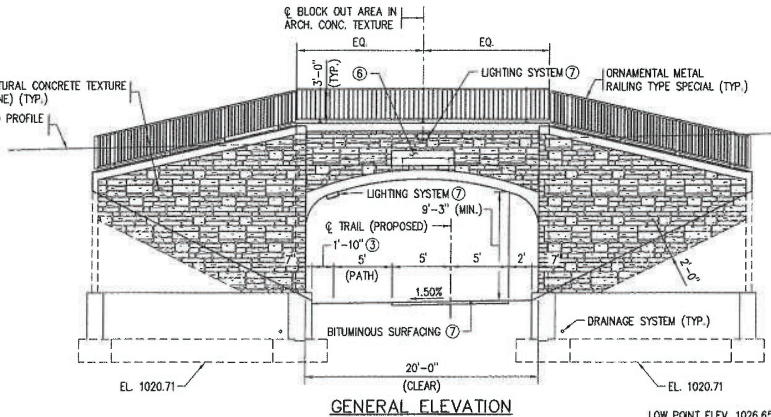
- THE 2014 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2014 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
- THE FIRST DIGIT OR FIRST TWO DIGITS OF EACH BAR MARK INDICATES THE BAR SIZE.
- BARS MARKED WITH THE SUFFIX "E" SHALL BE EPOXY COATED IN ACCORDANCE WITH SPEC. 3301.
- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

**KEY NOTES**

- ① CONTROL POINT  
 ☉ TRAIL (PROPOSED) STA. 81+99.18  
 ☉ CHARLTON ST. STA. 14+23.66  
 X = 557209.530  
 Y = 253208.243
- ② DIMENSION MEASURED AT A LINE THAT IS TANGENT TO ☉ CHARLTON ST. AT STA. 81+99.18.
- ③ VARIES TO 1'-5" (MIN.) AT N.W. CORNER DUE TO HORIZ. CURVE.
- ④ DENOTES FINISHED GROUND ELEVATION OF FACE OF HEADWALL.
- ⑤ ALL EXCAVATION & EMBANKMENT WORK BETWEEN TRAIL STA. 81+00.00 TO 83+00.00, AND CHARLTON ST. STA. 13+60.00 TO 14+87.00 BELOW THE CHARLTON ST. GRADING GRADE (BOTTOM OF CLASS 5) SHALL BE INCLUDED AND PAID FOR UNDER THE APPROPRIATE PAY ITEM FOR BRIDGE 19J62, EXCLUDING STORM SEWER, ELECTRICAL LIGHTING, TRAIL BASE AND TRAIL PAVING. REFER TO SHT. B09 FOR FURTHER INFORMATION.
- ⑥ CONCRETE HEAD WALL TO RECEIVE NO ARCHITECTURAL CONCRETE TEXTURE THIS AREA (TYP. BOTH ENDS) FOR FUTURE SIGN MOUNTING. FURNISHING AND MOUNTING SIGN TO BE BY OTHERS.
- ⑦ LIGHTING CONDUIT TO PENETRATE PRECAST CONCRETE ARCH SEGMENTS AND HEADWALLS AT FIXTURE LOCATIONS. REFER TO GRADING PLANS.



**TRANSVERSE SECTION**  
SCALE: 0 8'



**GENERAL ELEVATION**

LOW POINT ELEV. 1026.65  
 LOW POINT STA. 82+90.00  
 V.P. STA. = 83+20.00  
 V.P.I. EL. = 1026.72  
 A.D. = 4.76%  
 K' = 12.60  
 M = 0.36  
 V.C. = 60.00'

**County Proj. No. 97-116**

**DESIGN DATA**

2012 A.A.S.H.T.O. LBFD BRIDGE DESIGN SPECIFICATIONS, 6TH ED. & ALL CURRENT INTERIMS.  
 LOAD AND RESISTANCE FACTOR DESIGN METHOD.  
 HL-93 LOADING

DEAD LOAD INCLUDES 20 P.S.F. ALLOWANCE FOR FUTURE WEARING COURSE MODIFICATIONS.

MATERIAL DESIGN PROPERTIES:  
 REINFORCED CONCRETE  
 $f_c = 4$  K.S.I.  $n = 8$   
 $f_y = 60$  K.S.I. FOR REINFORCEMENT

PRECAST CONCRETE  
 $f_c = 5$  K.S.I.

UNIT WEIGHT OF FILL = 120 P.C.F.  
 APPROX. FILL HEIGHT AT ☉ = 2.2 FT.

DESIGN SPEED = 20 M.P.H.  
 OPERATING RATING H.S. 30.0

**LIST OF SHEETS**

NO.	DESCRIPTION
B01	GENERAL PLAN AND ELEVATION
B02	BRIDGE LAYOUT & STATEMENT OF ESTIMATED QUANTITIES
B03-B06	ABUTMENT & DISTRIBUTION SLAB DETAILS
B07	WINGWALL ELEVATION & ABUTMENT BILL OF MATERIALS
B08	ORNAMENTAL METAL RAILING TYPE SPECIAL
B09	PRECAST CONCRETE ARCH STRUCTURE EXCAVATION AND BACKFILL
B10	BRIDGE NAMEPLATE & ELASTOMERIC BEARING PAD
B11	AS-BUILT BRIDGE DATA
B12	BRIDGE SURVEY PLAN AND PROFILE
B13	BRIDGE SURVEY

**DIB**

**PERFORMANCE DRIVEN DESIGN.**

LH@corp.com  
PH: 605.338.1000

21 W. Starbuck St., Ste. 500 | DAKOTA, MN 55022 | 218.727.8445

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

SIGNED: *Jon W. Sinter*  
 BY: JON W. SINTER  
 DATE: 02/04/2014 LICENSE NO. 25128

APPROVED: *Murphy* 5/19/14  
 DAKOTA COUNTY ENGINEER DATE

B.M. ELEV. 1041.75 (N.A.V.D. 88 ADJ.)  
 B.M. DESC. MON. NO. 33, STA. 14+08.0 (CHARLTON ST.), 35.7 RT.  
 MULTI-USE TRAIL

**BRIDGE NO. 19J62**

LOCATED ON THE PROPOSED MULTI USE TRAIL AT THE INTERSECTION WITH CHARLTON STREET.

20'-0" SPAN WITH A 10' RISE CONCRETE ARCH 96'-0" LONG WITH PRECAST CONCRETE WINGWALLS

IDENTIFICATION NO. 112 61'4"02.79" SKEW ②  
 GENERAL PLAN AND ELEVATION  
 SEC. 19 T. 28 N. R. 22 W.  
 WEST SAINT PAUL CITY DAKOTA COUNTY

APPROVED: *KDM* STATE BRIDGE ENGINEER DATE  
 DES: KDM DR: GAV  
 CHK: JWS CHK: JWS 19J62