



REQUEST FOR PROPOSAL (RFP)

QUALIFICATION BASED SELECTION (QBS)

County State Aid Highway 50 and I-35 Interchange Final Engineering Design (Lakeville, MN)

County Project No. 50-033 City Project No. 26-05
MnDOT State Project No. 1980-100
Federal Funding No. 019-650-021

Release Date: August 4, 2026

Proposal Due Date: September 1, 2026, 2:00 P.M.

Dakota County Transportation Department
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124

For additional information please contact:
Susan Wimberly
Susan.Wimberly@co.dakota.mn.us
952-891-7183

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INTRODUCTION AND PROGRAM DESCRIPTION

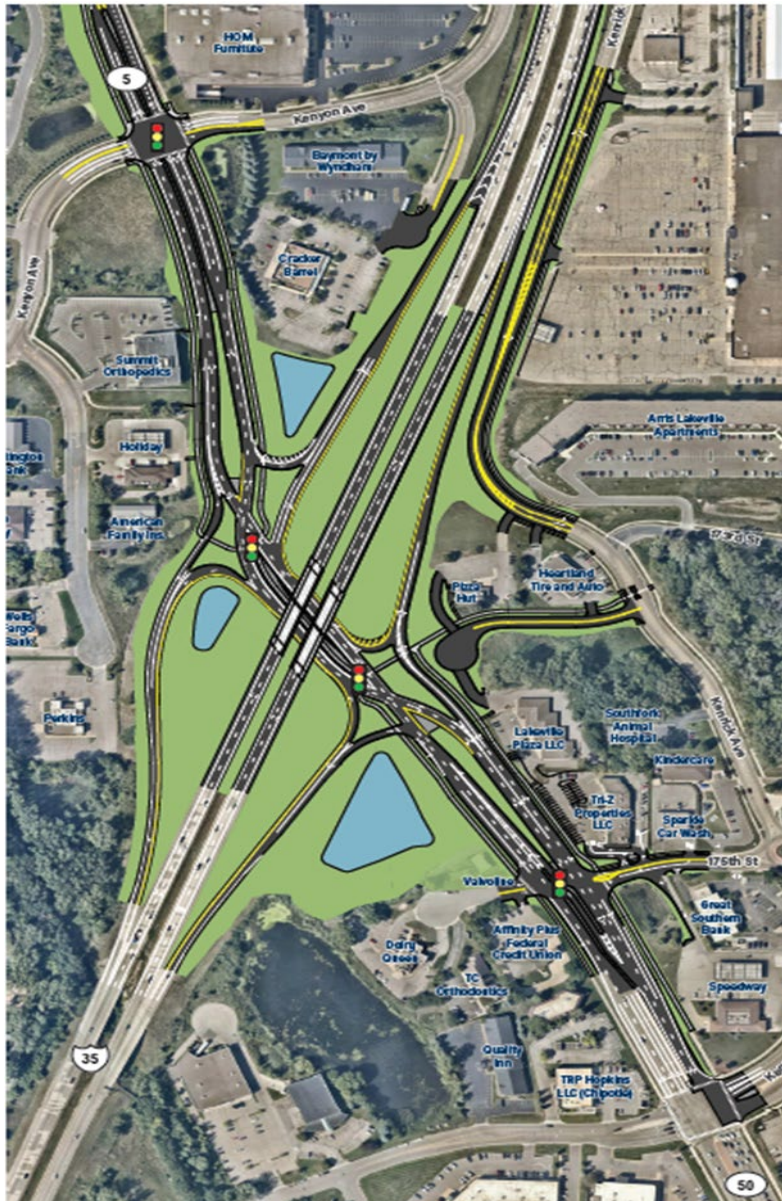
A. Purpose

Dakota County, in partnership with the City of Lakeville and the Minnesota Department of Transportation (MnDOT), is seeking proposals from qualified consultants to provide professional engineering design and related services to complete final design of the MnDOT approved diverging diamond layout and other planned improvements to the Interstate 35 (I-35) interchange at County State Aid Highway (CSAH) 50/5 and the surrounding area in Lakeville, Minnesota.

A "Qualification Based Selection" method will be used to review proposals submitted in response to this RFP.

B. Program Description

This project will complete final design for the MnDOT approved diverging diamond interchange layout. The work includes designing roadway, ramp terminal, trail, driveway, and intersection improvements along CSAH 50 (Kenwood Trail) from Kenrick Ave to Klamath Trail. It also includes design of improvements to I-35, Kenyon Ave (west of I-35), and Kenrick Ave (east of I-35) from CSAH 60 to CSAH 46. The project also adds an auxiliary lane to northbound I-35 from CSAH 50 to just north of the Metro Transit/Kenrick Ave Park and Ride on ramp. There is potential for innovative solutions to address access issues throughout the project and specifically at 175th Street North and CSAH 50/5 intersection.



A previous contract has completed preliminary engineering up to about 30% plan /layout stage. A structured handoff of preliminary design information will be scheduled after Notice to Proceed. The county will also provide access to preliminary design files. The preliminary engineering design contract will end with these deliverables:

- Completed Phase I and Phase II Environmental Site Assessment (ESA) – currently drafting Phase II
- Non-programmatic Categorical Exclusion decision document and associated environmental documents, including a Noise Analysis Report – currently pending FHWA and MnDOT approval
- Interstate Access Modification Report (IAMR) – currently pending FHWA and MnDOT approval
- MnDOT Project Layout – currently pending MnDOT approval
- A Visual Quality Management Plan to guide development of the VQM, which must be completed early to define bridge aesthetics
- A Bridge Type Study: MnDOT will complete the FADR for the I-35 bridges only
- A Level 1 Traffic Management Plan

The above project files and other pertinent files will be posted on a project OneDrive site for interested firms to review as they prepare their proposals. To download and review all files on project site please email the Dakota County Project Manager Susan Wimberly (Susan.Wimberly@CO.DAKOTA.MN.US) to request site access.

Close coordination will be required with MnDOT's I-35 improvement project (MnDOT No. 1980-99). MnDOT's project will resurface I-35 from the I-35 split to CSAH 70. It will also repair the I-35 bridges over Lake Marion and replace the bridges over 205th Street. It is scheduled to be let in State Fiscal Year 2030 and is expected to take about a year and half to complete.

The consultant is expected to propose and manage a clear, efficient, and well-defined process to meet all scope requirements. This RFP and the associated scope of services (Attachment A) are structured to meet State and Federal funding requirements supporting the current final design engineering work and to prepare for the future use of federal funds in separate subsequent contract work (right-of-way and construction). Responses to this RFP are public information under the Minnesota Data Practices Act (Minnesota Statutes Chapter 13).

The goal of this RFP is to develop a complete, turn-key, and fully signed set of 100% construction plans, specifications, and bid package for a MnDOT administered construction project scheduled for a September 2028 letting. Final deliverables will include a completed construction costs estimate, all necessary permits, and a specifications package prepared in compliance with trunk highway, state aid, and county requirements for bid letting and construction. The selected consultant will also be responsible for all supporting deliverables and for managing and coordinating processes to lead Dakota County, MnDOT, the City of Lakeville, and all other relevant stakeholders.

Secured State and Federal Funding

Dakota County has applied for and received both state and federal funding assistance for design and construction of the proposed project and it is included in the Dakota County and Lakeville CIPs and MnDOT STIP. Dakota County continues to apply for additional funding support for full project implementation. The current secured funding is:

CP 50-33 Funding Sources	Amount	Remarks
Federal Congressionally Directed Spending (2023)	\$5,040,000	Design – 20% non-federal match required
Federal Congressionally Directed Spending (2026)	\$2,000,000	Construction – 20% non-federal match required
MnDOT Trunk Highway Appropriations (2025)	\$40,800,000	Construction but only MnDOT owned infrastructure
MN Highway Freight Program (2026)	\$7,000,000	Construction – 20% non-federal match required
State General Obligation Bond Appropriation	\$6,000,000	Design, ROW, and Construction of locally owned infrastructure

Sharing of Information

The consultant will host a file sharing site to allow the project management team to share and receive files.

SCOPE OF SERVICES

The scope of work generally includes assisting Dakota County with tasks necessary **to complete the final design of a diverging diamond interchange and surrounding improvements at I-35 and County Road 50/5 in Lakeville.**

Required consultant services include but are not limited to:

- Public involvement
- Visual Quality Manual (VQM) development
- Environmental documentation updates and permits
- Field survey
- Utility coordination
- Geotechnical work, pavement evaluation, and foundations analysis
- Final stormwater management and hydraulics design
- Final roadway and geometric design plans, construction staging, cost estimates (including freeway segments, roadways, trails, intersections, and related elements)
- Traffic analysis, Traffic Management Plan (TMP) updates, signal design
- Preliminary and final structural design for bridges, noise walls, and related features
- Right-of-way mapping, appraisals, relocation services, and other tasks necessary to support project approvals.

Public involvement, project management, and risk/quality management will also be integral to an efficient and effective work plan and delivery process.

A detailed description of the specific tasks and anticipated deliverables is described in Attachment A – Deliverables and Scope of Work.

Consultants are encouraged to propose additional tasks/subtasks and refinements to the RFP recommended scope if such work will substantially improve the results of the project.

Responders must not include price information either in the body of their proposal or as a separate submittal.

GENERAL INSTRUCTIONS FOR CONTRACTOR

A. Contact Person

The primary point of contact for this RFP is:

Susan Wimberly, Senior Project Manager
Dakota County Transportation Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Susan.Wimberly@CO.DAKOTA.MN.US
Phone: 952-891-7183
Fax: 952-891-7588

In addition, a team of county staff will regularly review and comment on the work. A Project Management Team (PMT) will work to provide direction and support toward successful completion of the project and will participate in the review of submittals by the consultant. In addition to one or more representatives from the consultant, the PMT will be comprised of representatives identified and designated by Dakota County, the City of Lakeville, and MnDOT.

The City of Lakeville Project Manager is:

Zach Johnson, City Engineer
City of Lakeville
20195 Holyoke Avenue
Lakeville MN 55044
Phone: 952-985-4501
Email: zjohnson@lakevillemn.gov

The MnDOT Project Manager is:

Mohamoud Mire, South Area Engineer for Dakota County
MnDOT Metro District
1500 County Road B2 W
Roseville, MN 55113
Phone: 651-234-7500
Email: mohamoud.mire@state.mn.us

The MnDOT Project Manager for 1980-99 I-35 Improvements is:

Nicole Stromgren, Project Manager
MnDOT Metro District
1500 County Road B2 W
Roseville, MN 55113
Phone: 651-234-7724
Email: nicole.stromgren@state.mn.us

B. Questions

Questions regarding this RFP must be submitted by email and must be received no later than 2:00 p.m. August 18, 2026.

Responses to the questions submitted will be posted on the County's website no later than 5:00 p.m. August 27, 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. 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.

F. 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.

G. 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 E. 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>

H. 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.

I. 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 September 1, 2026, 2:00 P.M. to susan.wimberly@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.
3. The proposal text will not exceed twenty-five (25) pages, not including the cover letter or any appendix attachments which are optional per further appendix instructions below.
4. Illustrative graphics (i.e., layouts, organizational charts, schedules, etc.) are allowed on 11" x 17" format pages. Otherwise, proposals will be prepared on 8-1/2" x 11" format pages, with sequentially numbered pages throughout the report or by section. 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. Project Understanding, Work Plan, and Project Approach:

Describe the project understanding and approach proposed by your firm as well as specific role(s) and responsibilities. Focus on the issues you believe are significant for successful completion; note specific approach(es); describe how you intend to use background information to help manage contract costs; note any unique options to be pursued; and provide a brief outline of your approach to complete the RFP's tasks, emphasizing the benefits of your approach, with possible unique methods to deliver the scope and to manage quality. Consultants should demonstrate their understanding by using their own words rather than repeating content provided in this RFP.

Construction Perspective during design - Explain the approach this team will use to address and identify potential issues with design before construction. Explain the approach to ensure that the designs have accounted for appropriate existing conditions. Give examples of items that can cause problems during construction that design reviewers are aware of from past lessons learned. Explain how you will manage those items. These items may not be key items to project success, but they are items required to be done correctly and may have been missed or ignored until it was realized too late that they are causing a problem.

Describe how your firm will support and enhance the overall project. How your team will utilize your flexibility within your team to complete the tasks in a timely manner. Discuss what additional staff or resources may be used to meet these needs. Describe how staff will interact with various stakeholders and ensure approvals are timely.

Partnering or Teaming - Explain the responder's approach to enhancing project delivery and quality during the final design phase of the project. Also explain how this team members will communicate and collaborate with the PMT and other stakeholders.

Schedule- Explain your approach to ensure submittals will be reviewed within established timelines. Describe how you will manage changes in the deadlines, number and types of submittals, including how you will adjust staff or resources when workload increases or decreases. Explain how your team will collaborate with different functional units to make sure each submittal gets a complete review and timely review.

3. Key Personnel Qualifications and Experience:

Propose one or more person(s) that will fill each of the roles below, it is acceptable for key personnel to be assigned to multiple roles. Demonstrate how your team meets the following qualifications:

- **Project Manager:** Must be licensed to practice engineering within the State of Minnesota. Must demonstrate project management experience with similar projects of similar scope including diverging diamond interchanges, balancing multiagency stakeholders, and interchange projects. Provide a description of the Project Manager and their qualifications for this project and a detailed list of previous projects worked on that are relevant to the project.
- **Design Manager:** Must be licensed to practice engineering within the State of Minnesota. Provide examples of similar experience of roles and relevant work performed on previous projects that relate specifically to this role. Examples provided must be within the last 10 years. Description must include a brief explanation of the size and complexity of the highway projects, and the role performed. If they have bridge design experience it should be included.
- **Other Key Personnel:** Provide a list of key personnel assigned to this project. Identify areas of expertise and if they have worked with the Project Manager on previous projects or in similar roles. The connection between the team's organization and task/delivery assignments should be easily understood.
 - Bridge Design, Geotechnical, and Foundations Engineer(s)
 - Roadway Design Engineer
 - Traffic Engineer
 - Drainage Engineer
 - Utility Coordinator
 - Construction Perspective Support Engineer
 - Visual Quality Manager
 - Quality Manager and Quality Reviewers
 - Real Estate Appraiser with experience in commercial properties
 - Relocation Advisor with commercial experience in facilities with petroleum waste
- Other staff must have the training and expertise necessary to complete the work as required.
- Staff resumes are required in a separate appendix. The purpose of this section is for your firm to provide information detailing the background and experience of project personnel. Explain what makes your team the most qualified.
- If subconsultants are to be used on this project, responders must also outline their background and experience, including examples of similar work done by each subconsultant. Responders must also provide a list of the subconsultants' personnel who will perform work on the project, detailing their training and work experience.
- Explain key personnel's availability and time commitments to the project. What other time commitments they have and how they will balance their workload. For example, a percent of time committed to the relevant phases of this project versus percent of time committed to other projects, with conditional statements as necessary.
- Explain how your team's organizational structure will coordinate and balance with the client's organization structure including coordination with MnDOT.
- Note the county must be notified of any changes in personnel assigned to the project. Similarly, the County will notify the consultant if there are any changes to the County's assigned personnel.

MnDOT, City, or County performance evaluation data (for similar services) may be taken into consideration as part of this rating factor.

4. Team Organization and Performance on Similar Projects

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.

Describe previous similar projects that the team was involved with, including projects with similar public involvement, construction staging and design efforts, that also addressed MnDOT and federal requirements. Include projects that required working with multiple stakeholders and coordination with projects administered by other agencies.

5. Quality Management/Control/Assurance

Explain the approach to ensure delivery of quality products in a timely manner that conform to established standards, procedures, and deliverable requirements. The proposal should identify the roles, methods, processes, and tools used to assure and implement the project's quality plan.

6. Pre-Award Audit Requirement:

The successful responder will be required to submit pre-award audit information and comply with audit standards.

All design services performed under this contract shall comply with 23 CFR 172 and all applicable MnDOT policies governing the procurement and administration of engineering and design-related consultant services. This includes adherence to qualifications-based selection, federal cost principles, design documentation requirements, and MnDOT's consultant oversight processes.

Consultants and subconsultants must comply with the indirect cost rate requirements of 23 CFR 172.11 and MnDOT's Consultant Services indirect cost rate policies.

7. Conflict of Interest

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

8. 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."

9. Contract Terms and General Conditions

The Dakota County standard Contract Terms and General Conditions are included within this RFP document, including Attachment A: Deliverables and Scope of Services. Proposals should indicate the firm's willingness to agree to these provisions.

10. 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 November 2026 through December 2030 but may be adjusted to accommodate unforeseen delays. A more detailed proposed schedule is included in Attachment B.

1. Release: August 4, 2026
2. Questions Due: August 18, 2026
3. Responses to Questions Posted: August 26, 2026
4. Proposals Due: by 2:00 p.m. September 1, 2026
5. Contractor Selection: September 15, 2026
6. Selected Contractor's Tasks, Schedule, Budget Due: September 22, 2026
7. Contract Negotiations Complete: October 6, 2026 (Begin MnDOT preaudit)
8. Anticipated Contract Start Date: November 13, 2026 (County Board approval 11/10/26)
9. Contract End Date: December 31, 2030

B. Contract Negotiations and Contract Proposals

Contract Negotiations and Proposals will be evaluated, and a successful responder will be chosen based on qualifications only. The successful responder will be required to submit a detailed scope of services and budget promptly (**within 5 business days**) after notification of selection. Dakota County and the successful responder will then meet to negotiate the final scope of services and compensation. If Dakota County and the successful responder are unable to agree upon a scope of services and compensation within a

reasonable time (as determined by Dakota County, in its sole discretion), then Dakota County may declare negotiations to be at an impasse and may commence negotiations with the next highest-ranked responder.

C. Payment for Services

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.

The consultant shall submit a cost estimate 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 budget 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

The award shall be based on, but not limited to, the following factors:

1. **Project Understanding, Work Plan, and Approach (30%)** – conceptual and technical approach to design and general approach (for example, delivery priorities and proposed tools or techniques to provide good value). A clear understanding and innovative approach of the project scope, complexities, focus areas, deliverables, project decisions/approvals, and scheduling/relationships of tasks (may include perspectives and refinements of tasks, approaches to coordinate tasks, deadlines for deliverables, and methods to complete the project efficiently and effectively, limiting re-statement of scope from Attachment A).
2. **Key Staff Qualifications and Experience (45%)** – qualifications and experience of the Project Manager, Design Manager, and key support staff proposed to work on the project, experience on previous similar projects, and availability of the key staff members.
3. **Recent Team Performance on Similar Projects (20%)**: Describe previous similar projects that the team was involved with, including projects with similar public involvement, construction staging and design efforts, including those addressing MnDOT State Aid and federally funded project requirements.
4. **Quality Control (5%)** – demonstrate QA/QC roles and planning to ensure the delivery of quality products by proactively identifying and managing risks and balancing quality management with scope, schedule, and budget.

If considered necessary to complete evaluations and reach a recommendation, Dakota County and the partners will invite two or more consultant teams to interviews.

Proposals will be evaluated, and a successful responder **will be chosen based on qualifications only**. The successful responder will be required **to submit a detailed scope of services and budget promptly (within 5 business days) after notification of selection**. Dakota County and the successful responder will then meet to negotiate the final scope of services and compensation. If Dakota County and the successful responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by Dakota County, in its sole discretion), then Dakota County may declare negotiations to be at an impasse and may commence negotiations with the next highest-ranked responder.

Dakota County anticipates that the evaluation and selection will be completed by mid-September 2026

Responders must not include price information either in the body of their proposal or as a separate submittal.

ATTACHMENTS – INCLUDING FORMS TO BE COMPLETED

- A. [Deliverables and Scope of Services](#)
- B. [Project Milestone and Proposed Schedule](#)
- C. [Dakota County Standard Assurances](#)
- D. [Dakota County Insurance Terms](#)
- E. [Dakota County Sample Professional Services Contract](#)
- F. [Digital Accessibility Requirements](#)
- G. [Non-Collusion and Conflict of Interest Form](#) **(to be completed and submitted with proposal)**
- H. [Trade Secret Information Form](#) **(to be completed and submitted with proposal)**
- I. [Solicitation of Disadvantaged Business Enterprises \(DBE\) Statement](#) **(to be completed and submitted with proposal)**
- J. [Disadvantaged Business Enterprises \(DBE\) Special Provisions](#)
- K. [Parcel Sketch Guidelines](#)

ATTACHMENT A: Deliverables and Scope of Services

ATTACHMENT A: DELIVERABLES AND SCOPE OF SERVICES

CSAH 50 and I-35 Interchange (CP 50-33; MnDOT SP No. 1980-100)

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INTRODUCTION AND PROGRAM DESCRIPTION

General Scope and Proposal Objectives

This project will complete final design for the MnDOT approved diverging diamond interchange layout. It includes:

- Replacement of I-35 bridges over County Road 50/5.
- County Road 50/5 generally remains along its existing alignment and using the existing bridge portal under I-35.
- An additional westbound through lane would be constructed along County Road 50/5 through the interchange area.
- Trails running in the median area of the interchange and on each side of County Road 50/5, north and south of the interchange.
- An auxiliary lane will be added to northbound (NB) I-35 from the County Road 50/5 I-35 on ramp to just north of the transit on ramp (Metro Transit/Kenrick Ave Park and Ride).
- Realignment of both the frontage roads. Kenrick Avenue and Kenrick Circle on the east side of I-35 and Kenyon Avenue on west side.
- Detours will be required, while the I-35 bridges over County Road 50/5 are being rebuilt and County Road 50/5 is closed from Kenyon Avenue to 175th Street, and possibly while the Kenrick Ave (East Frontage Road) is being realigned and closed to through traffic.
- Construction of several stormwater ponding locations near the interchange area.
- Several proposed traffic signals:
 - At the intersection with 175th Court
 - Near SE ramp connection
 - Near SW ramp connection
 - Near NE ramp connection
 - At intersection with Kenyon Avenue
- Drainage (grading) improvements
- Lighting improvements

There is potential for innovative solutions to address access issues throughout the project and specifically at 175th Street and CSAH 50/5 intersection.

The project limits include the interchange area, on CSAH 50/5 (CSAH 50) extending through the Kenrick Ave and Klamath Trail intersections. It also includes I-35, Kenyon Ave (west of I-35), and Kenrick Ave (east of I-35) from 185th Street (CSAH 60) to 162nd Street (CSAH 46).

Consultants are encouraged to propose additional tasks/subtasks and refinements to the RFP recommended scope if such work will substantially improve the results of the project.

Construction plans are expected to be advertised in fall 2028, with construction beginning in 2029. Close coordination will be required with MnDOT's I-35 improvement project (MnDOT No. 1980-99) between the I-35 split and CSAH 70. MnDOT's project will resurface I-35 from the I-35 split to CSAH 70. It will also repair the I-35 bridges over Lake Marion and replace the bridges over 205th Street. Which is scheduled to be let in State Fiscal Year 2030 and is expected to take about a year and half to complete. It is assumed MnDOT will administer both construction projects.

Contract Negotiations, Cost Proposal, and Audited Rates

Proposals will be evaluated, and a successful responder will be chosen based on qualifications only. The successful responder will be required to submit a detailed scope of services and budget promptly (within 5 business days) after notification of selection. Dakota County and the successful responder will then meet to negotiate the final scope of services and compensation. If Dakota

County and the successful responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by Dakota County, in its sole discretion), then Dakota County may declare negotiations to be at an impasse and may commence negotiations with the next highest-ranked responder.

Dakota County anticipates that the evaluation and selection will be completed by mid-September 2026.

Responders must not include price information either in the body of their proposal or as a separate submittal.

The negotiation requirements will also include submittal of pre-award audit information to MnDOT and Dakota County and the recommended consultant and all subconsultants must comply with MnDOT audit standards. Failure to provide the requested data in a timely manner may result in disqualification; therefore, all consultants and subconsultants are advised to prepare in advance for contract scope and cost negotiations and for the audit requirements.

Task 1 – Project Management and Agency Coordination

Management of the project will include communication with the county, the cities of Burnsville and Lakeville, MnDOT, the Federal Highway Administration (FHWA), the Dakota County Board, Metropolitan Council, Minnesota Valley Transit Authority and other agencies and local groups.

1.1 Administration

Administration of the project will include agendas, meetings, minutes, progress reports, invoicing, contract amendment requests (if necessary), cost and schedule updates, billing preparation, other non-technical work, communication with the necessary project personnel, and all other work to ensure all the project tasks are completed on time, within budget, and in accordance with state and federal laws, rules, and regulations. The consultant will discuss the upcoming tasks for the next billing cycle and keep county project manager up to date on budget concerns and discuss how the consult is planning to stay on budget.

1.2 Ongoing Project Management Communications and Tools will include

- Regular Progress Meetings – The consultant's Project Manager (PM) will meet virtually with County's Program Manager weekly or semi-weekly as needed to review the progress of the work, schedule and budget status, and other key upcoming initiatives. Considerations may also include resource needs and "burn rate" to aid in budget management.
- Monthly Project Management Team (PMT) Meetings – PMT meetings are expected to focus on staff representing Dakota County, the City of Lakeville, and MnDOT. These meetings may also be used periodically to supplement technical coordination with other involved agencies or specialists. The consultant will prepare the agendas and minutes within one week following the meeting.
- Project Instructions and Quality Management – Develop and implement tools such as Project Instructions, a Project Management Plan, Work Plans, and a Quality Plan to establish budgets, roles, and responsibilities for the project team members throughout the project. Provide project oversight, leadership to the project team, and facilitate team meetings. Perform Quality Assurance/Quality Control (QA/QC) functions throughout the project to ensure delivery of quality products. Develop a project risk register or similar tools to track and mitigate large cost and schedule risks. The consultant's Quality Management Plan (QMP) will specify QA/QC procedures to be performed throughout the project to ensure delivery of a quality product in a timely manner, conforming to contract

requirements. The QMP must be developed in accordance with MnDOT's current QMP Manual, located at: www.dot.state.mn.us/design/qmp/index.html.

- Subconsultant Management and Oversight – Manage, coordinate, direct, and monitor subconsultant services based on roles and all applicable contracts.
- Action Item Log – Create and maintain a running action item log including a Comment Resolution Log for all 30/60/95% submittals and a Decisions Log documenting all key design choices.

1.3 Schedule Management and Progress Reports/Invoices

Create and actively maintain a detailed schedule using Primavera P6 or other commercially available scheduling software. At a minimum the schedule will include durations and due dates for all deliverables listed in this scope of work. Related activities will include:

- Monthly progress and status reports, including a description of the past months activities and lookahead for the coming month(s)
- Invoices submitted in a timely manner – Bill monthly throughout the duration of the project, no later than ten (10) days after the completion of each the month. All invoices will clearly define the percentage of project completion, and the percentage of project billed to date for each work task and the total project. All invoices will be submitted by email to DCTransportation.Invoices@co.dakota.mn.us and copied to the County's Project Manager.
- Electronically deliver all project correspondence monthly to Dakota County for project archival, this includes minutes, logs, emails, etc.
- Schedule Updates – Electronic schedule to be updated monthly and sent electronically to the County's project manager in PDF format.

1.4 Coordination

The consultant will coordinate activities with the FHWA, MnDOT, cities of Burnsville and Lakeville, Dakota County Board, Metropolitan Council, and other agencies and representatives as needed. The consultant will also coordinate project management activities with utility owners and property owners when necessary. Other project management coordination will include:

- MnDOT State Aid – Separate from PMT meetings, the consultant will initiate and coordinate activities and reviews with MnDOT State Aid, including a State Aid project kickoff meeting and other coordination steps as advised by the consultant.
- Meeting Plan – The consultant's proposal should address the assumed number and approximate scheduling of agency/group coordination meetings within this task or in other tasks below as appropriate.
- MnDOT Review – the consultant should assume various meetings for MnDOT review among the necessary working groups (GDSU, Traffic, ADA, Ped/Bike, etc) much like a MnDOT final design consultant contract requires.
- MnDOT File Storage - Store all deliverables in an organized electronic document management system and make deliverables available to the State's project manager as needed whether the file is incomplete, in draft form, or the final deliverable by ProjectWise or email. This includes providing CAD files to the State's project manager for use by the district functional groups.
- Web Page Updates – The consultant will provide information/content and graphics periodically for inclusion on the project webpage. It is likely that the County and MnDOT will both have project websites. The consultant may also propose hosting a project website.

Task 2 – Public Involvement

2.1 Overall Task Requirements

This task will be organized to follow a consultant-prepared Public Involvement Plan (PIP), to leverage appropriate content from other tasks, and by using proven methods from similar projects to build understanding of design choices, develop consensus, overall awareness, project timeline, and other project changes. In general, the task should leverage the resources of the consultant and County/other staff to effectively contact, educate, and build trust with stakeholders. The consultant can assume the level of public involvement will be similar to a MnDOT interstate interchange project.

The PIP must include a program of meetings and support for:

- General public and property owner engagement – This work, will include meetings for the project area’s general public and smaller-group meetings in focus groups or with individual property owners to address project details.
- Technical or agency staff engagement – The technical review function will include meetings as specified in tasks often outside of Task 2, for example in Task 1 PMT meetings. The outreach plan must coordinate the timing of reviews with agency staff through various stages of project delivery and stakeholder input.
- Policy Maker Engagement – This least-frequent level of Task 2 engagement will include consultant support for engagement with elected representatives, including: the Lakeville City Council and members; the Dakota County Board and selected Commissioners; state and federal legislators; and staffers working with elected officials as needed.

The consultant’s proposal should refine the Task 2 scope by providing an overall approach to public involvement to facilitate acceptance within the project schedule. The approach will involve many stakeholders in the proposed design, using efficient and creative communications tools and steps to both inform and meet in-person with as many project neighbors as possible, while representing Dakota County, the City of Lakeville, and MnDOT.

All public-facing content will follow applicable guidance on plain language and ADA accessibility standards as described in Attachment F: Digital Accessibility Requirements and at www.dot.state.mn.us/consult/adaplainlanguage.html. Dakota County Project Manager and Communications staff will maintain the County project website, with consultant support required to provide recommended content/attachments, updates, and links to consultant-hosted web tools as recommended in the PIP and in the final contract scope. Final approvals of public-facing content will be subject to reviews and approvals by Dakota County Transportation and Communications staff and other reviewers as needed.

Consultants may wish to modify the anticipated meetings and deliverables included in the descriptions below. Please note recommendations and assumptions in the proposal work plan.

2.2 Public Information Meetings

The consultant will develop and conduct an estimated three (3) general-public participation and input open-house style meetings (consultant proposals can outline alternative approaches). Public participation meeting project mailings and press releases will be necessary to promote the meetings. The consultant will prepare documents to be used for mailing and supply necessary handouts and presentation materials at the public meetings. The Consultant will package and mail all notices required and will provide notice to stakeholders through social media. They will provide content to MnDOT, the County, and the City to post on their websites or social media accounts.

2.3 Property Owner and Small-Group Meetings

The consultant will coordinate with Dakota County and the City of Lakeville to prepare for and conduct meetings with private property owners, business representatives, and others most affected

by the project. The consultant may propose the number and approach for small-group meetings with owners and stakeholders most directly impacted by the planned project. Meetings will be prioritized based on work phase, potential property impacts, and coordination needs to make project decisions. Opportunities to schedule meetings consecutively and with more than one stakeholder per meeting should be considered.

2.4 Stakeholder Outreach Content Support

In coordination with deliverables prepared for other tasks, the consultant will provide design drawings, exhibits, renderings, handouts, and layouts for use in the public involvement process. The required deliverables for Task 2 include:

- Easily understood content to compare design concepts, emphasize traffic safety and mobility benefits, and coordinate with technical tasks – to support presentations and meetings; this over-arching support will apply to project mailings, website content, including attachments and external links, news releases, and all supporting content/graphics (consultant to propose and negotiate scope details)
- Concise documentation to support technical deliverables and summarize stakeholder input, including backup documents (for example, meeting summaries and written public comments received). Consultant shall maintain a public contact log and provide monthly updates summarizing contacts, issues, and resolutions
- Photo simulations, 3D renderings, and 3D Animation work (required) – consultant to propose scope primarily to present and refine the recommended interchange layout

2.5 Strategic Meeting Support

The consultant will provide support for strategic meetings, including scheduling, logistics, presentation materials, and staff support at the meetings. The work in this task will follow scope to be proposed by the consultant and refined through contract development and work plan updates. Dakota County and City staff will attend and participate in all such meetings. Meetings to be supported in this subtask may include:

- City Council and related local government meetings – primarily the City of Lakeville, with potential to assist with the Burnsville Council, including Council work sessions or other official meetings held by cities
- Pop-up public meetings or “intercept” work at community events or key locations – selected opportunities to meet with the public where stakeholders are expected or at relevant locations frequented by the public
- Community meeting support – for example, chamber of commerce or similar
- Dakota County Board and Commissioner(s) – support for formal agenda items or for informal updates with one or more Commissioner and Dakota County leadership
- Legislative or senior-staff agency briefings – support to MnDOT leadership and state-level legislators or federal legislators/staff when needed

Task 3 – Visual Quality Manual

The Visual Quality tasks will be led by a qualified visual quality professional (e.g., landscape architect, architect, or planner) with experience in transportation aesthetics. Building off the Visual Quality Management Process developed during preliminary design, the consultant will develop a Visual Quality Manual (VQM). The manual will serve as the reference for visual quality considerations throughout final design and construction. The VQM will need to also consider the aesthetics for MnDOT's I-35 Improvement project in this area. That project includes replacing the I-35 bridges over 205th Street. Similar aesthetics used at the CR 50 Interchange should be considered for the bridges at 205th Street to provide a consistent theme. The VQM will be one of the first priorities. The recommended bridge aesthetics are required before the preliminary bridge plans can be approved.

3.1 Visual Quality Manager's Responsibilities:

- Overseeing aesthetic concept development and preparation of a Visual Quality Manual.
- Coordinating closely with other disciplines on a regular basis as well as reviewing plans at key milestone submittals.
- Preparing an aesthetic cost analysis to align the design with applicable cost participation policies and preliminary budgets.
- Guide the development of project visualizations and/or animations so that they accurately reflect the design and can serve as useful tools during engagement opportunities.
- Facilitating engaging Visual Quality Advisory Committee (VQAC) meetings and documenting key discussion and decisions.

3.2 Visual Quality Advisory Committee (VQAC)

With input from the agency project partners, the VQAC will be formed to provide ongoing advisory input on aesthetic aspects of the design. Ideally, the committee would include approximately eight to twelve participants, not including consultant staff. The VQAC may include both agency representatives and selected public representatives such as a business or neighborhood group leader. It will meet up to five times, ideally with up to three in-person meetings.

VQAC Meeting Topics:

1. VQAC role, schedule, existing visual resources, design precedents, goals, budgets
2. Bridge aesthetics, pedestrian underpass experience
3. Gateway area concepts, city monument sign, local roadway streetscape
4. Noise wall aesthetics, highway corridor vegetation
5. Draft Visual Quality Manual review

3.3 Visual Quality Manual

The consultant will develop a draft and final VQM that documents the visual quality planning process and provides sufficient detail to fully communicate intent for the final design and construction of the project. The VQM must include design guidelines, directives, and recommendations, and be highly graphical in nature. Exhaustive language to support graphics is not desired nor is it encouraged.

The VQM must, at a minimum, include the following:

- Documentation of the completed visual quality planning process and VQAC's input
- Detail drawings depicting dimensions and treatment of all bridge and structural elements, including railings, barriers, piers, abutments, retaining walls, noise barriers, and slope protection
- Signing
- Lighting
- Textures
- Colors
- Preliminary landscape layout, including existing vegetation to remain and seed mix recommendations
- Aesthetic cost analysis
- Photo simulations adequately showing the completed project (up to five for each project element for a total of up to fifteen images)

The consultant will develop a final VQM that incorporates comments and feedback.

All deliverables must be prepared in accordance with:

- The Federal Highway Administration's (FHWA's) Guidelines for the Visual Impact Assessment of Highway Projects
- MnDOT's Transportation Project Development Process (TPDP)

Deliverables:

Draft and Final VQM including all text and graphics.

Task 4 - Environmental Documentation Updates and Permits

As part of preliminary design efforts, a FHWA Non-Programmatic Categorical Exclusions (CatEx) is almost complete with a Finding of No Significant Impact (FONSI). It was determined that an Environmental Assessment Worksheet (EAW) is not needed for this project. The project does not include construction of a road on a new location over one mile in length that will function as a collector roadway. Nor does the project include construction of additional through lanes or passing lanes on an existing road for a length of two or more miles, exclusive of auxiliary lanes. The project includes modernization of an existing interchange and does not include the addition of one or more new interchanges to a completed limited access highway.

The preliminary engineering contract prepared the CatEx to formally document and disclose the interchange project's purpose and need and independent utility, alternatives considered, anticipated environmental category impacts, estimated project costs, mitigation commitments, agency coordination, and other requirements as applicable. It also included other applicable supporting studies and services such as Early Notification Memo, water resource studies, noise analysis, cultural resource investigations, permitting issues, social/economic impacts, and other subjects.

As final design progresses, the selected consultant may be required to update the approved environmental decision documents to reflect design modifications. The selected consultant will also be responsible for obtaining and managing any necessary environmental permits.

Task 5 – Field Survey

The purpose of this task is to assemble the relevant background information necessary to identify the project area's engineering and environmental context and constraints. The consultant will be required to provide survey crews and equipment necessary to obtain all field measurements needed for final design. All surveys will be tied to Dakota County Coordinate System, NAD 83, (1996) adjustment unless directed otherwise. The consultant will verify survey datum prior to starting work. The consultant must provide a plan and documentation for recommended methods for County and City coordination and concurrence before scheduling any field survey work.

The county prefers a field topographic survey but will consider alternative methods to efficiently provide topographic base mapping for lower-probability construction locations (LIDAR, mobile scanning, drone flights, etc.). The consultant will assume more than one mobilization for surveying and will be responsible for any necessary permits to complete topographic surveys. The consultant will verify survey datums used for data furnished by third parties (if any), such as affected utility owners.

As applicable for subtasks below, the consultant must include necessary traffic and safety measures to complete task field work and coordinate any required work permits. The consultant will also communicate and coordinate with the city and private property owners as needed prior to field work on other properties.

5.1 Base Mapping and Topographic Survey

The consultant will collect field survey data sufficient to support final engineering design. The consultant will work with the City, Dakota County, and MnDOT to plan and schedule field survey methods and phases to support progress on other tasks.

To finalize this scope, the consultant will coordinate with the City, Dakota County and MnDOT to verify the survey methods to be used along I-35 and CSAH 50/5. The highest level of detail and survey effort for I-35 is anticipated for areas surrounding the existing and future interchange footprint.

The base mapping and topographic survey data will include but not be limited to:

- Centerline location and elevation
- Edge of bituminous and/or gravel
- For the detailed survey area along the CSAH 50/5 roadways and frontage roads:
 - Cross sections approximately every 100 feet or as necessary to define sections and profiles. Break lines will be in Civil 3D CADD format.
 - Storm drains and catch basin locations
 - Culvert locations, size, and invert elevations
 - Utilities on or above ground surface
 - Utilities located underground (Gopher State One Call required)
 - Landscape feature (i.e., retaining walls, flower gardens, planters)
 - Edge of woods (dripline)
 - Edge of water bodies including any floodplain areas
 - Delineated wetlands
 - Soil boring locations (if applicable)
 - Driveway locations, elevations and material
 - Building and structure corners within the limits of the detailed survey
 - Roadway and business signs
 - Fence lines and gate locations
- While the level of detail noted above is not required for wider-area project base maps, similar major features will be noted where relevant as project constraints.

The detailed survey base-map deliverables will include data and electronic mapping organized as follows:

- Provide survey data in excel file format (file will not be generated from LIDAR data).
- Create an AutoCAD Civil 3D drawing containing a civil 3D surface generated from survey field point data and break lines.
- Provide a separate AutoCAD drawing containing locations of public and private utilities (see Task 6).
- Provide a separate AutoCAD drawing with emphasis on hydraulic survey data (see Task 8); include drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types and size. This data will be used by the consultant to evaluate the performance of the existing drainage infrastructure.
- Survey Control Report – The consultant shall deliver a Survey Control Report including geodetic basis, benchmarks, control adjustments, calibration checks, and a summary of QA/QC procedures applied to all field survey data.

Task 6 – Public and Private Utility Identification and Coordination

All private and public utility locations were identified and mapped in the preliminary engineering design contract. That said it may be necessary for the selected consultant to identify and map utilities in any areas not previously covered. The consultant shall follow the MnDOT Utility Coordination Process as detailed in the current version of the MnDOT Utilities Manual, Utility Coordination Best Practices, and Consultant Project Manager Checklist (www.dot.state.mn.us/utility/consultants.html).

For the purposes of this RFP/task, "utilities" shall mean and include, but not be limited to, all privately, publicly, or cooperatively owned pipes, lines, antennas, or facilities for the distribution or transmission of electrical energy, gasoline, oil, natural gas, water, sewage, cable TV, fiber optic

cables, telephone or other material and communication lines and devices. The preliminary engineering design contract defined and documented ownership of each existing utility, developed a list of contact personnel, and documented initial correspondence with potentially affected utility companies. The final design consultant will use the information previously documented and add to it any additional changes or updates. A Gopher State One-Call (GSOC) may be needed as part of the final design.

6.1 Public Utilities

The consultant will continue to coordinate with the city, or the city's consultant as applicable, to incorporate the city's infrastructure needs including sanitary sewer, storm sewer, water main, electrical service, lighting, and other utilities potentially impacted by the proposed project. The city (or its consultant) will provide the consultant with information regarding the age and condition of existing sanitary sewer, water main, and storm sewer infrastructure. The consultant will also contact the city as necessary to understand and address any project-driven public utility issues near the project limits. The consultant will coordinate and confirm project recommendations with the city and include general descriptions and estimated costs for public utility infrastructure elements in project deliverables.

6.2 Private Utilities

The preliminary engineering design identified and mapped existing private utility locations. The selected consultant may need to identify additional private utility relocations or adjustments for the project, in general, and any known future changes (for example, fiber optic cable extensions). This will include contacting Gopher State One-Call for "Non-Excavation Tickets" to facilitate mapping and coordination/meetings regarding underground and overhead utilities, as well as field inspection and record searches to identify utility issues.

The county and the consultant will confirm the appropriate level of coordination and details to describe private utility infrastructure elements. The county will assist to estimate project cost impacts. Assume at least two utility coordination meetings.

The plan layouts and cross sections prepared by the consultant will be complete with respect to the showing of in-place utilities and easements. The county will provide easements in AutoCAD*.dwg file format. The consultant will furnish the city and county a utility tabulation for each utility. The consultant will also provide this information to the individual utility companies for use in developing relocation plans.

6.3 Utility Relocation Planning

As part of the preliminary design utility relocations were coordinated and recommendations were provided to the county and the city. The consultant will need to check that relocated facilities will not significantly conflict with preferred alternative design. This task will include detailed engineer's estimates, as necessary to evaluate the utility infrastructure and proposed improvements.

Final layouts prepared by the consultant will be complete with respect to the showing of in-place utilities, and easements. The consultant will deliver a final utility tabulation for each utility addressed in this task.

Task 7 – Geotechnical Review, Pavement Evaluation, Phase II ESA Follow Up

The consultant will perform the necessary geotechnical and field investigations to identify soil conditions (including possible soil contamination), project constraints, and to support pavement and infrastructure design recommendations. The geotechnical borings will be obtained in accordance with MnDOT's Geotechnical Manual www.dot.state.mn.us/materials/geotmanual.html.

The consultant must include necessary traffic and safety measures to complete task field work and coordinate with the county's project manager for a work permit.

7.1 Geotechnical Field Investigation will include soils survey, pavement coring, engineering analysis in the form of a materials design recommendation, R-value determination, and laboratory and field testing. The Consultant shall ensure that an adequate number of borings are collected for preparation of pavement, infrastructure including noise walls, and drainage for final design in accordance with MnDOT, city, and county requirements. Recommendations for boring locations should be prepared by the consultants with concurrence provided by the City and County. For the purposes of the proposal, assume that the geotechnical exploration work will include up to twenty-five (25) borings with minimum depths of 10 feet and up to 25 feet at some selected locations. Consultants should identify the approach and potential scheduling for this work in the proposal and if the recommended scope of work should vary from the above baseline assumptions.

Noise Wall Geotechnical Coordination – Geotechnical exploration required for noise walls (Task 13) shall be coordinated within the Task 7 geotechnical program. Borings, laboratory testing, and geotechnical recommendations for noise wall foundations shall be incorporated into the Materials Design Recommendation (MDR) and the Geotechnical Engineering Report (GER).

7.2 Typical Section Design and Materials Design Recommendation Letter (MDR) The consultant will prepare and submit structural design, and a pavement and materials design recommendations for the project in accordance with city, county, MnDOT State Aid, and the most recent version of the MnDOT Pavement and Structural Design Manual. The required data will include, but not be limited to, the following:

- Color-coded layout with an index map
- General layout identifying project limits from the Level 1 Layout
- Lengths, widths, locations, and work types for all trail and roadways involved
- Typical sections
- Profiles
- Elevations
- Traffic data

After all necessary design information has been collected and computations performed, the Typical Design Section Request package including proposed design and supporting data will be submitted to the PMT for review and comment. The Consultant will notify the PMT of changes in the design relating to soil mechanics, which, in the Consultant's opinion, would result in better project value, result in easier construction, and/or be more economical. Problems of design and construction will be anticipated, and recommendations made for their solution.

The MDR will analyze field boring work and laboratory soils tests to develop recommendations that include but are not limited to muck excavation, subgrade excavation, embankment construction (including need for special materials, controlled rate of fill, etc.), subsurface drainage, need for perforated pipe, dewatering, ponding, berms, shrinkage factors, frost treatments, noise walls, turf establishment, use of onsite materials and grading, base and structural design section. The Consultant will perform all necessary geotechnical investigation including preparation of the MDR, soils surveys, engineering analysis, and laboratory and field soils testing.

7.3 Phase II ESA Follow Up: A Phase I ESA investigation was completed as part of the preliminary engineering design. It included a full Minnesota Pollution Control Agency (MPCA) file review, accordance with the MPCA requirements. The preliminary engineering design did include some collecting and testing of soil samples; it also included some Phase II ESA work as considered necessary to support final design. The intent was to create a Phase I ESA sufficient to avoid

significant project conflicts and to allow Dakota County to seek sources of funding for environmental cleanup if an environmental problem is suspected on project parcels. The preliminary engineering design collected and evaluated relevant parcel environmental data, and provided recommendations for Phase II investigations, including recommended soil sampling locations.

Based on the findings of the Phase I ESA for all properties identified as containing Recognized Environmental Concerns (REC). A Phase II ESA assessment was completed that investigated potential impacts to soil, ground water, soil vapor and waste disposal impacts in the project corridor.

Using what was completed under the preliminary engineering design contract the consultant will continue any needed follow up related to ESA.

[Environmental Due Diligence \(EDD\) for Property Acquisition](#)- Procedures for conducting an EDD evaluation are found in Section 137.3 of the [MnDOT Right of Way Manual](#). The consultant will evaluate the applicability of the EDD process and scope additional actions if necessary.

Any Phase II ESA work should be developed in accordance with MPCA and Dakota County standards for all areas where RECs have been identified. Any changes or updates should be added to initial Phase II ESA Report started during the preliminary design.

If warranted, the consultant shall prepare and submit applications to the MPCA voluntary programs for letters of assurance, as appropriate and based on the nature of the identified REC. When necessary, the Consultant shall also develop a Construction Contingency Plan (CCP) and/or Response Action Plan (RAP) to address soil remediation needs during project construction. All work must adhere to applicable MPCA and Dakota County guidelines, standards, ordinances, and regulations. The Consultant will coordinate and implement the final design in accordance with the approved CCP/RAP.

Dakota County acknowledges that the scope of the Phase II and any associated CCP/RAP will be determined by the results of each assessment. Any changes to the scope of work or additional compensation will be addressed through contract amendments or a separate RFP. The consultant can anticipate integrating all final design elements related to the Phase II ESA and RAP into the overall project design, regardless of whether the work was completed internally or externally.

Noise Wall Foundation Requirements: Final geotechnical recommendations shall incorporate MnDOT's structural requirements for noise walls, including LRFD foundation design, global stability, settlement, and frost considerations in accordance with the MnDOT Noise Barrier Design Guidance.

Task 8 – Stormwater Management, Hydraulics, Permit Requirements

8.1 Final Stormwater Management and Design

The consultant will complete the final design for the storm sewer and hydraulics within the project segment. Final plans will also include related elements as needed such as erosion control requirements, a storm water pollution prevention plan (SWPPP), and any design requirements for stormwater infiltration. The final hydraulic report for the proposed roadway corridor will be submitted to the city and county in digital and other formats as required, including any formats and backup as required by MnDOT's State Aid office or watershed/other permitting representatives for review of storm sewer permits and cost participation.

The consultant will provide final hydrologic and hydraulic analysis data, calculations, modeling files, and GIS inputs in formats compatible with the City of Lakeville's and Dakota County's stormwater

modeling systems. This includes all information necessary for the City and County to update their long-term hydraulic and hydrologic models following construction. Deliverables must include as-built drainage infrastructure attributes, updated basin parameters, flow routing changes, and electronic modeling files suitable for incorporation into the agencies' existing H&H models. The consultant shall coordinate with City and County staff to confirm required formats and datasets prior to final submittal.

The preliminary design contract included a preliminary drainage design report that contains qualitative and quantitative design recommendations which provides information needed to complete the final design of storm sewer, culverts, and stormwater best management practices (BMPs). Additional geotechnical exploration is needed to verify the soil conditions at the proposed ponding location and to determine critical location for groundwater seepage. A robust subdrainage system may be required in areas along the edge of the corridor to intercept groundwater flow that would otherwise enter the pavement structure and possibly discharge to the surface.

The consultant will ensure that the final plan's stormwater elements will meet or exceed applicable permitting requirements for the City of Lakeville and all associated watersheds, and the sub-watershed. The design in the SWPPP must be at least as stringent as the most current applicable Construction Stormwater General Permit (MNR100001). The consultant will submit site plans with postconstruction stormwater management BMPs designed with accepted engineering practices to the County for review and confirmation that regulatory mechanism(s) requirements have been met, prior to start of construction activity. The design must meet or exceed the requirements under the 2020 MS4 Permit (MNR040000) Items 20.4 through 20.15.

This includes aligning with the goals, policies, and performance standards in the 2022-2023 Black Dog Watershed Management Organization (WMO) Plan (<https://blackdogwmo.org/watershed-planning/>). The consultant will review that WMO plan and facilitate input from the City of Lakeville and Dakota County on all regulatory requirements (including WCA administration and MS4 permitting), goals, or standards for managing water quality and water quantity.

Identify and obtain all required approvals and permits, including but not limited to, Minnesota Pollution Control Agency's Storm Water Discharge, the US Army Corps of Engineers, National Pollutant Discharge Elimination System (NPDES) permit and other requirements under the Environmental Protection Agency's Clean Water Act, Minnesota Department of Natural Resources, Board of Soil and Water Resources, Department of Health, MPCA Sanitary Sewer Extension Permit, local watershed, and Wetland Conservation Act, on behalf of the county.

8.2 Drainage Design and Hydraulic Analysis

The consultant will perform a hydraulic analysis for the purposes of final design and provide drainage plans (alignment, size, and slope), extent of storm sewer replacement, and pond expansions/additions for the project area. The consultant will use previously identified in-place drainage patterns and structures. The consultant will also identify new drainage patterns, water quality treatment basins and criteria to detail that final construction limits, right-of-way impacts, cost estimates and initial cost splits can be established.

The consultant will perform a complete hydraulic analysis for the final design.

The consultant shall prepare a Staged Drainage Analysis documenting temporary drainage patterns and conveyance systems required during construction staging. This analysis shall identify temporary inlets, bypass piping, impacts to existing systems, and mitigation necessary to avoid flooding and erosion during staged construction.

The findings of the analysis will be summarized in a report and incorporated into the final design to determine pipe and structure needs (size, quantity, etc.) and to identify any additional right-of-way

required. The consultant is responsible for the timeliness of the drainage analysis to ensure the schedule for right of way acquisition is not impacted by the recommendations from this report.

8.3 Stormwater Best Management Practices (BMPs)

It is assumed that opportunities to improve storm water management will be incorporated into this project. The consultant will confirm design stormwater treatment for the volumes necessary and design concepts will be completed in accordance with the Minnesota Pollution Control Agency MPCA, county, city and Black Dog WMO requirements. The consultant will coordinate findings to determine if options in lieu of dedicated stormwater facilities exist. Opportunities to increase stormwater infiltration and provide for feasible BMPs given constraints have generally been identified as part of the preliminary design the related recommendations will be used in final design.

The consultant will need to obtain soil borings and piezometers at proposed pond locations to verify that infiltration is not possible and wet ponding is the appropriate BMP type for the project. They will likely need to evaluate water quality impacts to existing basins with grading modifications. Coordinate storm sewer design event for the low point under the overpass that is known to flood even though modeling doesn't show it and coordinate with the geotechnical engineer to include subdrains to collect groundwater seepage in this area.

Task 9 – Roadway Geometric Design Plans; Construction Staging; Cost Estimates

For the proposal, the consultant should assume that all intersections, approaches, utility relocations, and other design elements recommended in preliminary design will be included in the final design. The actual limits and design elements for the final geometric design and proposed construction may be adjusted based on final design findings, estimates, and the project's available construction funding.

The final geometric design scope and deliverables are integral with the Task 11 Signal Design scope and will include the consultant's delivery of the following:

- A. Prepare detailed engineer's estimates with the 30%, 60%, 95% plan submittals, and compile a final detailed engineer's estimate with appropriate cost splits and plan submittals in accordance with MnDOT delegated contract process (DCP), MnDOT State-Aid requirements, MnDOT CAD standards, technical memoranda, FHWA guidelines and any other applicable design standards. The project design shall meet or exceed all requirements, as set forth by MnDOT, AASHTO, ADA, and any other applicable standards.
- B. Construction Limits Exhibit (30%) – At the 30% design milestone, the consultant shall submit a Construction Limits Exhibit showing grading limits, access closures, wall limits, drainage ponds, and all areas with potential ROW impacts. This exhibit will serve as the basis for ROW needs validation in Task 14.
- C. Develop approved construction plans including:
 - Title Sheet,
 - MnDOT Standard Plan Sheets and Miscellaneous Details,
 - General Layout/Index Sheet,
 - Existing and Proposed Typical Sections,
 - Summary of Estimate Quantities (with appropriate cost splits),
 - Quantity Tabulations,
 - In place Topography
 - Utility Tabulations,
 - Public Utility Relocation Plans,

- Removals,
 - Construction Plans and Profiles,
 - Intersection Details and Pedestrian Ramp Plans,
 - Construction Staging/Detour Plans,
 - Storm Water Management Plans,
 - Erosion Control/Turf Establishment Plans (including SWPPP),
 - Traffic Control,
 - Signing and Striping Plans,
 - Cross-Sections and
 - all other sections required to complete plans for letting.
- D. Prepare a final detailed engineer's estimate as necessary to provide a complete bid package to Dakota County.
- E. Staging Direction: The staging plan must maintain at least one through lane per direction on CSAH 50 at all times and maintain freeway operations consistent with MnDOT Metro District requirements. This requirement applies to all construction phasing, temporary traffic control, detours, and Transportation Management Plan (TMP) updates.
- F. Propose and prepare the preferred staging plan based on final design recommendations, with special attention given to maintaining access for local businesses, residents, and schools. The preferred staging plan will be incorporated into the final construction plans. In addition, the consultant will be responsible for any vehicular and pedestrian detour plans needed for or associated with the preferred staging plan. The consultant will also be responsible for creating any staging-related graphics/layouts needed for public or stakeholder meetings, project website, final construction time estimates based on the preferred staging plan, or any other pertinent documents.
- G. As part of construction staging plans, the consultant will coordinate, propose, and design traffic control for the proposed phasing/staging plan with the county and city. The consultant will also design signals in a manner that are consistent with the proposed staging plan and to allow, at a minimum, through traffic in each direction throughout construction. This may require the design and specification of temporary traffic control, temporary signing and striping, the use of temporary traffic signals, if necessary, etc. to be included in the final plan set. The consultant will design each signal system to ensure proper operation can be maintained during the various construction phases. All traffic control will be in accordance with the MnDOT Temporary Traffic Control Field Manual, the Minnesota Manual of Uniform Traffic Control Devices (MnMUTCD), and all requirements set forth by the County and City.
- H. As part of development of the construction staging plans, the consultant shall assess impacts of the staged construction on traffic patterns along adjacent roadway network. The consultant shall recommend methods for this assessment which are anticipated to include at a minimum modeling and the use of origin-destination data. The consultant shall identify and recommend mitigations needed and develop any traffic signal timing plans necessary to address anticipated congestion.
- I. Propose and prepare preferred aesthetic plans based on final design recommendations, county/city cost participation policies, and City of Lakeville preferences. Note County Policy F.2 which states Dakota County will participate in aesthetic costs at up to 3% of the County share of highway construction costs (excluding right-of-way, bridges, ponds, and storm sewers) prior to application of federal, state, or jurisdictional transfer funds. The County share of aesthetic participation may not exceed the local cost share for aesthetics.

Aesthetics may include landscaping, plantings, decorative pavements, surface treatments, or decorative fencing.

- J. Propose and prepare lighting plans based on final design recommendations, county/city cost participation policies, and City of Lakeville preferences. The consultant shall develop a final lighting plan in accordance with MnDOT's Lighting Design Manual or other relevant standards, Dakota County's and the City of Lakeville's requirements. Additional cost sharing details for lighting may be relevant to city preferences and design recommendations tied to county cost sharing policies for both aesthetics and lighting.
- K. Conduct a Value Engineering (VE) Study in accordance with MnDOT's Value Engineering process and utilizing MnDOT's Total Project Cost Estimate (TPCE) tool. The study must be facilitated by a Certified Value Specialist (CVS) selected from MnDOT's pre-qualified list of approved VE facilitators. Consulting team members may not participate in the VE study if their firm has been involved in the design of the project under review.
- L. Prepare the special provisions in accordance with the most recent version of MnDOT Standard Specifications for Construction and standard County/City specifications for design related items and issues in Microsoft Word and Adobe Reader file format. The county and city will review and add any other required special provisions, and the consultant engineer will assemble the actual proposal and bid documents.
- M. Final plans (completed in digital form, i.e., dwg) will include coordinates and elevations of all points needed to stake the project for construction and will be furnished to Dakota County in digital files compatible with AutoCAD/Civil 3D software. Final plans will also be provided in both bound hard copy (11" x 17" and 22" x 34") and PDF format.
- N. Provide Dakota County with all project related materials, including the project memorandum, geometric layout, geotechnical, environmental work, design layouts, hydrologic modeling, survey data, utility information, and all other data related to this project in its original software digital format via secure shared website part of the final engineering product.
- O. Assist the County on any addenda required or clarifications of issues on the construction documents during the bidding process.
- P. Identify and assign resources to any other processes required to complete final design, permitting, and bidding in the proposal and through contract negotiations.

Task 10 – Traffic Management Plan (TMP) Updates and Implementation

10.1 Traffic Data Collection

As part of the preliminary design contract the previous consultant provided 24-hour turn movement counts splitting out trucks, autos, bikes, and pedestrians at all public intersections between Kenrick Ave and Klamath Trail/170th St intersections southeast and northwest of the I-35 junction on CSAH 50/5. The preliminary design consultant also collected information into traffic characteristics, including origins and destinations; travel sheds; daily, weekly, and seasonal peaking; etc. This information will be provided to the selected final design consultant.

10.2 Transportation Management Plan (TMP) updates

A Level One Transportation Management Plan (TMP) was prepared by the preliminary design consultant. The final design consultant is expected to continue updating the TMP to reflect any

changes occurring after its initial development, including modifications arising from final design. It is anticipated that several existing auxiliary intersections will undergo significant operational changes during final design or as part of the final design process to improve traffic flow both during construction and within the DDI.

The TMP updates must be developed and implemented in ongoing coordination with stakeholders, including other transportation agencies, railroad agencies/operators, transit providers, freight movers, utility providers, emergency responders, schools, residents, businesses, and regional transportation management centers. For each identified work zone impact, the consultant must identify and incorporate appropriate mitigation strategies. These strategies may include measures to reduce travel delays, maintain mobility, enhance safety for both road users and workers, ensure timely project completion, and preserve access for residents and businesses.

Additional resources, including the Minnesota Work Zone Safety and Mobility Policy and TMP guidance, can be found at: <https://www.dot.state.mn.us/metro/trafficeng/work-zones.html> and [Minnesota Work Zone Safety and Mobility Policy](#).

10.3 Work Zone Impacts Assessment

During final design, the consultant shall conduct a comprehensive work zone impacts assessment to determine optimal construction staging options, design approaches, contracting methods, and transportation management strategies. This assessment must be iterative, progressing through each stage of final design and addressing key considerations related to safety, mobility, and constructability. The consultant will work toward stakeholder consensus and establish performance objectives for the work zone.

10.4 Traffic Management Plan Responsibilities

The consultant will continue developing and updating the TMP throughout final design, with particular emphasis on maintaining access for local businesses, residents, and schools. The TMP will be integrated into the final construction plans and specifications and will include:

- Construction staging and detour plans
- Defined **performance metrics** for queues, delay, travel time, business/resident accessibility, and emergency access. Threshold values shall be established which trigger mitigation measures such as signal adjustments, dynamic signing, lane modification, or other traffic control revisions.
- Work-zone traffic control strategies
- Estimated construction durations based on the staging approach

Additionally, the consultant will prepare all staging-related graphics and layouts required for public and stakeholder meetings, the project website, and any other relevant communications or documentation.

Task 11 – Signal Design

The interchange signals design efforts will be coordinated with the Tasks 9 and 10 and work will be performed as follows:

- A. Signal Systems. The consultant will prepare a design for fully actuated traffic control signals, appropriate signing, ADA compliant pedestrian ramps (where applicable), and pavement markings including crosswalks and stop bars (where applicable). The design will include emergency vehicle preemption (EVP) on all ramps, overhead luminaries on all ramps (as feasible), flashing yellow arrow heads for left turns, interconnection with other signals along the corridor, and pedestrian ramps and countdown pedestrian signals where applicable. The consultant shall also prepare a flashing yellow arrow assessment for

development of time-of-day operation. Preliminary design included the development of signal justification reports at the following intersections:

- At the intersection with 175th Court
- Near SE ramp connection
- Near SW ramp connection
- Near NE ramp connection
- At intersection with Kenyon Avenue

The design will be in accordance with County, City, and MnDOT requirements and will be incorporated into the 30%, 60%, 95%, and final plans as follows:

- 30% Plan
 - Base map of intersections included project CADD files
 - Concept level layout showing proposed pole locations, head placement, power sources, cabinet and detector locations, and any pedestrian ramp locations and orientations. This design can be incorporated into roadway layout for review
- 60% Plan Sheets
 - Preliminary plan sheets depicting all items from 30% plan, vehicle and pedestrian detection and indications, intersection phasing, detector and signal face chart, and pedestrian ramps including grading and elevation
 - Initial field wiring diagram
- 95% Plan Sheets
 - Final plan sheets showing all items from 60% plan, signal details (vehicle detectors, signs, cabinets, etc.), pedestrian ramp construction plans, intersection layouts and details, and final field wiring diagram
 - Quantities, tabulations, and estimate (incorporated into 95% cost estimate from Task 9) including cost splits
 - Draft special provisions
- Final Plan (for signature)
 - Final plans consisting of the 95% submittal and revisions
 - Cost estimate (included in engineers estimate with cost splits)
 - Final signed special provisions

B. Fiber Interconnect. The signal design task will include fiber optic lines for traffic signal interconnection along CSAH 50/5, integrating the City's, MnDOT, and Dakota County's broader technology fiber optic infrastructure systems. Connectivity with MnDOT's and Dakota County's Automated Traffic Management System (ATMS) or similar local systems will be addressed. The consultant will coordinate with City, County, and MnDOT Traffic staff, as well as Information Technology staff, to assess the current network, identify potential connection opportunities, and incorporate long-term system needs and goals into the design. For planning and design purposes, it is anticipated that City, County and State cabinets will remain separate.

C. Signal Sensitivity Analysis. Conduct a sensitivity analysis on the proposed signal at CSAH 50 and 175th to determine what year the signal would be required to be built from a standpoint regarding operations, access needs, metering, warrants, and other factors. This task may determine if the signal should be integrated into the final interchange design or shelved for a later date when it may be more prudent for the County.

Task 12 – Traffic Management System Coordination

The State Regional Transportation Management Center (RTMC) will design the Traffic Management System (TMS) plans, specifications, and cost estimates for this project. Items include Conduit, fiber optic cable, vaults, control cabinets, service cabinets, poles, cameras, vehicle detection, schematics and all other equipment necessary for the system.

- A. Items Provided by the State
- TMS records of in place assets
 - Traffic Management Plans, Division SZ Special Provisions, and Cost Estimates at 60%, 90%, and 100% turn in
 - Source of power coordination for Traffic Management System only equipment. This may include doing so in coordination with any signals or lighting on the project
 - Any Public Interesting Findings (PIF) for state furnished materials for the TMS portion of project
 - Any ITS checklists for the TMS portion of project
- B. The Contractor will
- Setup initial kickoff coordination meeting with TMC in addition to any management and design meetings prior to such completion points of the 30%, 60%, and 90%, and final turn in deliverables.
 - Review TMS plans for conflicts or errors with other functional division group plan sheets.
 - Coordinate with the RTMC on design and construction staging to keep necessary in-place signals connected to the MnDOT network

Task 13 – Bridge and Structures Design

Bridge Geometric Recommendations

MnDOT will provide existing bridge plans, Structure Inventory, and Inspection Reports for Bridge No 19807, carrying southbound (SB) I-35 over CSAH 50 and Bridge No 19808, carrying northbound (NB) I-35 over CSAH 50. Consultant will complete all bridge design tasks except for Foundation Analysis Design Recommendation (FADR), which MnDOT will provide. A bridge type study was completed as part of preliminary design.

Bridge Hydraulic Analysis

The consultant will lead the hydraulic analysis following MnDOT hydraulic analysis procedures and guidance. This includes reviewing previous hydraulic studies and performing all necessary hydraulic surveys and analyses to support any box culvert design. The Contractor shall submit the hydraulic analysis and recommendations to the MnDOT Hydraulics Unit for review and coordination.

Documentation and Coordination

The consultant is responsible for completing and submitting all required MnDOT Bridge forms following MnDOT procedures applicable to box culverts and bridges. The Contractor will coordinate all bridge reviews with the MnDOT Bridge Office, Hydraulics Unit, and District personnel to ensure timely completion of reviews and approvals necessary. The recommended bridge aesthetics are required before the preliminary bridge plans can be approved, therefore the VQM will need to be started early in the contract.

13.1 Preliminary Bridge Design

Contractor will perform preliminary bridge design services and prepare Draft and Final Preliminary Plans for each bridge and/or culvert. **All bridge design files and plans must be produced using Bentley CONNECT Edition software.**

The term “bridge” refers to any appropriate structure type which meets project requirements and State Standards.

Contractor will perform all necessary engineering and design to determine the type, size, location and geometrics of the required bridge(s). Contractor will perform all necessary number of concept iterations to determine the proper bridge structure depth. Structure depths and profile grades must be iterated together.

Bridge and culvert plans will be prepared in accordance with the following design standards and documents:

- a) MnDOT Load and Resistance Factor Design (LRFD) Bridge Design Manual
- b) American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications
- c) MnDOT Surveying And Mapping Manual
- d) MnDOT Bicycle Facility Design Manual
- e) MnDOT Drainage Manual
- f) MnDOT Checking List for Final Plans (provided by State)
- g) MnDOT Computer Assisted Design and Drafting (CADD) Standards
- h) MnDOT Summary of Recommended Drafting Standards
- i) MnDOT Staff Approved Layout
- j) MnDOT Environmental Documents and Design Memorandums

The following design considerations must be addressed in preliminary design:

- a) Roadway geometrics
- b) Clear zone requirements
- c) Appropriate shoulder widths
- d) Required site distance
- e) Required clearance from any overhead power transmission lines
- f) Staging needs
- g) Placement of temporary supports
- h) Cost-effectiveness

Bridge Surveys

State will provide most of the bridge survey data, but the consultant should assume a minimal amount in the proposal.

Foundations

State will utilize existing soils borings information and provide the Foundations Analysis and Design Recommendations (FADR) reports.

Bridge Aesthetics

With guidance from the State's Bridge Architectural Specialist, Contractor will develop aesthetics features and plan sheets for the preliminary bridge plan.

Bridge Deck Drainage Evaluation

Bridge deck drainage requirements will be evaluated by Contractor to determine whether or not a bridge deck drainage system is needed for each bridge. Any needed drainage design would be done during the final design phase of the project. The evaluation of bridge deck drainage needs is included in this contract for the purpose of evaluation of the proposed bridge deck profile, bridge deck cross-section, and bridge deck shoulder areas as a preferred means to convey runoff from the bridge deck.

Preliminary Cost Estimates

Contractor will produce a preliminary cost estimate, with estimated quantities, to support its preliminary bridge design. Quantities must be tabulated in spreadsheet format and submitted with the final preliminary bridge plans. Contractor may consult with the Bridge Office Estimating Unit for preliminary pay item tabulations and for list of required pay items to include for the bridge in

advance of submitting final preliminary bridge plans. Submit electronic spreadsheets showing quantity tabulations and any backup materials for the bridge.

13.1.1 Preliminary Plan Submittals and Deliverables

At a minimum, Contractor will submit preliminary bridge plans at the following submittal stages:

13.1.1.1 Draft Preliminary Plan

The Draft Preliminary Plan must include, at a minimum:

- a) GP&E
 - i. General Plan and Elevation
 - ii. Profile of Finished Bridge Deck
 - iii. Design Data
 - iv. Proposed Type of Structure Block
 - v. Project Traffic Volumes
 - vi. Title Block
- b) Proposed alignment, profile grades, structure type, and substructure location
- c) Staging concepts, including substructure impacts (if applicable)
- d) Open Bridge Modeler files to support design
- e) Bridge aesthetics sheet(s) and supporting documentation
- f) Pay Items and Estimated Quantities (intended to be a list of pay items for State's review; actual estimated quantities are not required with this submittal.

Contractor will submit an electronic copy of the Draft Preliminary Plan for State's Review. State will return the Draft Preliminary Plan with red-lined comments within 10 working days.

13.1.1.2 Final Preliminary Plan

The Final Preliminary Plan will show the general dimensions, elevations, sections, aesthetic features, survey information, foundation borings, and design data. The plans must include the following:

- a) General Plan and Elevation Sheet (GP&E)
 - i. General Plan and Elevation
 - ii. Profile Of Finished Bridge Deck
 - iii. Design Data
 - iv. Proposed Type of Structure Block
 - v. Projected Traffic Volumes
 - vi. Title Block
- b) Bridge Survey Sheet
 - i. Contracted Profile
 - ii. Plat and Index Map
 - iii. Typical Roadway Sections
 - iv. Engineers Observations
 - v. Hydraulic Recommendations
 - vi. Bench Mark Data
 - vii. In-place (and Proposed) Utility Locations
- c) Foundation Sheet
 - i. Boring Plan
 - ii. Geotechnical Boring Logs
 - iii. Existing footing locations
 - iv. In-place and proposed utility locations
 - v. Include separate Utility Sheets as necessary (including notations to remain or be relocated)
- d) Bridge Aesthetics Sheet(s)

Contractor will submit an electronic copy of the Final Preliminary Plan and cost estimate to State to review. State will return the Final Preliminary Plan with red-lined comments within 10 working days. If necessary, Contractor will incorporate State's comments/revisions and re-submit the Final Preliminary Plan to State.

13.1.1.3 Deliverables

Contractor will submit all deliverables for the bridge portion of this project to the State Bridge Office's Preliminary Plans Unit.

State Deliverables

- i. Checking List for Preliminary Plans
- ii. Aesthetics Sheet in OBM format
- iii. Bridge survey information
- iv. Foundations Analysis and Design Recommendations (FADR)
- v. Plan review comments
- vi. Signed Preliminary Plan

Contractor Deliverables

- i. Bridge Deck Drainage Evaluation
- ii. Draft Preliminary Bridge Plan **Anticipated due date: January 15, 2027, or TBD in collaboration with Bridge Office Preliminary Plans Unit**
- iii. Final Preliminary Bridge Plan. **Anticipated due date: February 19, 2027, or TBD in collaboration with Bridge Office Preliminary Plans Unit**
- iv. Estimated Quantities, tabulated in spreadsheet format and based on Preliminary Pay Items specific to the bridge; due with Final Preliminary Bridge Plan.

13.2 Final Bridge Design

Contractor will conduct detailed bridge design and prepare Final Certified Bridge Plans in accordance with the provisions detailed below. **All bridge design files and plans must be produced using Bentley CONNECT Edition software.**

Contractor will perform the required engineering to determine the geometric, material, and procedural requirements for the construction of the bridge(s).

Bridge Surveys

State will provide most of the bridge survey data, but the consultant should assume a minimal amount in the proposal.

Foundations

State will provide the FADR report for the bridge(s).

Bridge Aesthetics

Contractor will incorporate aesthetics as described in the signed Preliminary Bridge Plan(s).

Bridge Deck Drainage Evaluation

If a bridge deck drainage system is identified in the signed Preliminary Bridge Plan, then Contractor will incorporate the appropriate deck drainage into its design and plans.

Cost Estimating

Contractor will provide estimated quantities and pay items with its 30%, 60% and 95% submittals for Bridge Office use in preparing the Engineer's Estimate.

13.2.1 Final Design Submittals

If State determines at any time during design that major plan revisions are necessary due to Contractor plan errors, Contractor will furnish revised plan sheets at no cost to State.

13.2.1.1 30% Plan - Anticipated Due Date: May 19, 2027, or TBD in collaboration with State's Project Manager.

The 30% Plan provides State an early review of the final plan preparation for conformance with the signed Preliminary Plan, aesthetic guidelines, and key design specifications. The intent of this review is to identify design discrepancies at an early stage and avoid major plan modifications resulting from future reviews. At a minimum, the 30% Plan will include:

- a) GP&E
For this submittal, the GP&E sheet(s) need to be completed only to the extent necessary to show general dimensions, elevations, cross section, architectural features, stage construction information, and basic design data. The sheet(s) will be based on the approved Preliminary Plan(s).
- b) Framing Plan and Beam Sheet(s)
Include a preliminary beam run with computations and completed beam plan sheet(s).
- c) Bridge Layout Sheet(s)
For this submittal, the Bridge Layout Sheet(s) must show a line diagram that indicates the control point, working line, reference lines, and proposed working point locations. The tabulations required do not need to be completely filled in; however, the sheet(s) will indicate the diagonal and other dimensions that will be included in the Final Plan. It will also contain any corner views sections, and notations (i.e. expansion joint details at gutters, sidewalks, barriers, etc.) needed to clarify the working point locations. Corner details may be detailed on a separate sheet for clarity.
- d) Abutment Layout Sheet(s)
For this submittal, the abutment layout sheet(s) need to be completed only to the extent necessary to show footing size and the top/bottom elevations for coordination with Final Road Design. It will also contain any tie-in points to adjacent bridges, retaining walls, or both. Contractor will promptly coordinate any changes in footing size, elevation, or both that occur between the 30% Plan and the 60% Plan that would impact Final Road Design plans.
- e) Architectural or Special Detail Sheet(s)
Architectural or special detail sheet(s) showing any standardized shapes proposed to maximize repeatability of pier forms and other special details that require early coordination between Contractor and State prior to final plan preparation.
- f) Bridge Survey Sheet(s)
Survey sheets from the signed Preliminary Plan are to be included in this submittal; however, they are not required to be completed.
- g) Any supporting design computations used to develop the aforementioned items.

Contractor will submit an electronic copy of the plan and calculation check prints for the 30% Plan to State for review. State will return 30% Plan comments to Contractor within 20 working days. Contractor may proceed with further design during this review period

13.2.1.2 **60% Plan – Anticipated Due Date: August 2027**

The intent of the 60% Plan Review is to verify Contractor's progress toward plan completion and evaluate against project and contract timelines. The 60% Plan submittal will include in-progress plan sheets, working copies of electronic design files (Bentley CONNECT), and Draft Unique Special Provisions. State's standard Division SB Special Provisions package will be developed by State and provided to Contractor to review. Contractor will include PC beam design and abutment details. State's Bridge Office will return 60% Plan review comments within 20 working days. Include an electronic copy of plan and calculation check prints, along with the comment log documenting resolution of State plan review comments from the 30% review. Contractor may continue with design during this submittal.

13.2.1.3 **95% Plan – Anticipated Due Date: January 2028**

The intent of the 95% Plan Review is for State to verify that the plan is acceptable for the State Bridge Engineer's signature. The 95% Plan should be complete to the extent that it can be certified by Contractor, although a certification signature is not required until after this review has been completed. Contractor will submit the 95% Plan to State with the plan and calculation check prints and comment log or other process documenting resolution of State plan review comments from the 60% review. State's Bridge Office will return 95% Plan review comments within 20 working days. Contractor will also submit finalized unique Special Provisions (one electronic copy) with the 95% Plan submittal.

13.2.1.4 **Construction Elevations**

Upon reconciliation of State's comments on the 95% Plan, Contractor will produce construction elevations for the bridge. Regardless of the software used, the output format for construction elevations must be consistent with State's construction elevation program. State will provide instructions and an example of construction elevations output upon request. The construction elevations output must be submitted to State with the Final Certified Bridge Plan.

13.2.1.5 **Final Certified Bridge Plan – Anticipated Due Date: March 2028**

Upon incorporation of State's 95% Plan comments, Contractor will submit the Certified Final Bridge Plan to State for each bridge included in this contract.

13.3 Load Rating

Contractor will provide a load rating analysis for each bridge and provide a Bridge Rating and Load Posting report. Load rating work will be done in accordance with the AASHTO Manual for Bridge Evaluation, current edition with interims.

Contractor will provide the load rating using AASHTOWare BrR software. Guidelines for AASHTOWare BrR input requirements will be provided by State upon request. If the bridge cannot be rated with AASHTOWare BrR, Contractor must use another commercially available structural

analysis software with the approval of State. The software must be capable of running overweight vehicles as described below.

Contractor will load rate the bridge carrying vehicular traffic for Load and Resistance Factor Rating (LRFR) using the following:

- a) HL-93 loading
- b) Minnesota Standard Permit Trucks G-80
- c) Minnesota Standard Permit Trucks G-07, when a non-BrR (VIRTIS) software is used

The LRFR rating factor for new bridges must be a minimum of 1.0 at the Inventory level for HL-93 loading and 1.15 at the Operating level for permit loading. Contractor must demonstrate that the minimum rating factors are being provided during the design of the bridge. For bridges with a minimum of one span over 200 feet long, the permit vehicle loading must consist of a combination of the permit vehicle and lane load. The lane load must be in accordance with Article 3.6.1.2.4 of the AASHTO *LRFD Bridge Design Specifications*, except that the load will be 0.20 klf.

Contractor will rate the deck for any design that deviates from MnDOT standard design tables. Rate and report each separate superstructure component, segment, or type within the overall bridge; at a minimum, rate for moment and shear at the tenth points of each span. The overall rating must be the lowest rating of any individual component, segment, or type. The final rating and each component rating must be accompanied by the location of the rating, the limit state, and the impact factor. Where ramps extend onto a bridge, rate the ramp as a separate member. For culverts, complete MnDOT Form 90.

13.3.1 Load Rating Deliverables

13.3.1.1 Bridge Rating and Load Posting Report. The AASHTOWare BrR software file or the file from another commercially available software must be submitted with the Bridge Rating and Load Posting Report. The ratings must be based on the final configuration of the bridge.

13.3.1.2 Contractor will submit a preliminary rating with the 60% bridge plans.

13.3.1.3 Contractor will submit the final load rating and load posting report with the final certified bridge plans.

13.4 Approach Panel Design & Detailing

For bridge approach panels, Contractor will:

- a) Choose and modify the appropriate standard plan sheets necessary for the bridge approach panels (<http://standardplans.dot.state.mn.us/StdPlan.aspx>)
- b) Prepare any other necessary details needed for the construction of the bridge approach panels
- c) Coordinate the approach panel design with the State's Roadway Design Unit
- d) Submit final plan sheets including pay items and quantities to State for bridge approach panels
- e) Submit any necessary special provisions for the bridge approach panels (for any construction requirements in addition to the 2020 MnDOT standard provisions)
- f) Submit Bentley CONNECT files to State for bridge approach panels designed

Contractor will provide plans signed by a professional engineer registered in the State of Minnesota and any special provisions needed for the approach panels. Contractor will provide a list of approach panel sheets expected for detailing at the same time as the 30% Plan/Intermediate Plan. The approach panel sheets are not expected to be complete with the 30% submittal.

Contractor must provide finalized approach panel plans sheets at the same time as the 60% Plan/Final Plan.

Task 14 – Noise Wall Design

The Consultant shall provide complete engineering, geotechnical, and structural design services necessary to advance the design of the noise walls that were determined feasible and reasonable in the Traffic Noise Analysis Report and subsequently approved through the noise wall solicitation process:

- Noise Wall 3 – West side of I-35 (CR 50/5 to 178th St W), 20 ft tall, approx. 1,760 ft long.
- Noise Wall 6 – East side of I-35, north of CR 50/5, 20 ft tall, approx. 1,187 ft long.
- Noise Wall 8 – West side of I-35 between the 162nd St W bridge and 165th St, 20 ft tall, approx. 1,170 ft long.

These walls met MnDOT's feasibility and reasonableness criteria in the noise analysis report and carried a sufficient vote to proceed.

MnDOT Noise Requirements:

Noise wall design must comply with MnDOT's recently updated Noise Requirements for Type I highway projects, including acoustical performance, materials, geometric limits, and cost-effectiveness criteria. Noise barriers must:

- Achieve a minimum 5 dB insertion loss to be considered acoustically effective.
- Block line-of-sight between the noise source and receptor and evaluate absorptive systems using MnDOT's Noise Reduction Coefficient (NRC) criteria.
- Not exceed 20 feet in height, including required end tapers (10–12 ft).
- Use MnDOT-approved structural systems meeting applicable MASH requirements when located within the clear zone.

The Consultant shall apply the current MnDOT Noise Barrier Design Guidance for final design.

- [2026 Noise Barrier Design Guidance\(PDF\)](#)

Consultant services include geotechnical exploration, foundation design, structural design of noise walls, plan and special provision development, and coordination with MnDOT functional groups. The Consultant is expected to make recommendations that fit the needs for each wall to ensure the types utilized consider constructability, are fiscally sound and aesthetically pleasing.

Noise Wall Layout

Review approved noise study results and validate proposed noise wall locations, lengths, and heights. Identify constraints such as right-of-way, utilities, drainage, geometric, safety, and constructability. Evaluate different wall types and aesthetic treatments that were identified in the VQM. Provide preliminary wall layouts, including horizontal/vertical alignment and stationing. Develop preliminary quantities and cost estimates to support MnDOT decision-making.

Geotechnical Investigation and Reporting

The Consultant shall perform full geotechnical analysis for each wall following MnDOT's Geotechnical Engineering Manual:

- Prepare MnDOT-compliant Geotechnical Work Plan.
- Complete borings along each wall alignment with appropriate depth for LRFD foundation design.
- Conduct laboratory testing for strength, compressibility, groundwater, and frost effects.
- Evaluate global stability, settlement, and lateral loads.

- Prepare a Geotechnical Engineering Report (GER) with recommended foundation types and all parameters for structural design.
- Prepare a Geotechnical Scope of Work and submit for MnDOT approval prior to field work.

Foundation Design and Structural Engineering

Design structural components for each wall—posts, panels, foundations, and connections—per MnDOT LRFD Bridge Design Manual. Account for wall-specific needs, including:

- Safety feature costs/requirements where walls are within clear zone.
- Bridge interface gap for Wall 3.
- Prepare structural analysis and calculations for MnDOT Structures review.

Coordinate with MnDOT Structures for design review, comment resolution, and design certification.

Plan Development

Prepare Noise Wall Plan sheets in MnDOT standard format, including:

- Title sheets, general notes, and estimated quantities
- Noise wall typical sections and elevation views
- Foundation and post details
- Layout and stationing sheets
- Cross sections and special details
- Any drainage modifications required around walls.

Deliverables at: 30% – 60% – 95% – Final.

Cost Estimates and Special Provisions

Develop construction cost estimates at each design milestone. Prepare draft Special Provisions related to noise walls, foundations, and associated work. Incorporate MnDOT comments and finalize provisions.

Deliverables

- Preliminary noise wall layouts
- Geotechnical Work Plan and final Geotechnical Engineering Report
- Foundation design calculations
- Noise Wall Plan sets at 30/60/95/Final stages
- Draft and final Special Provisions
- Construction cost estimates
- Meeting minutes and coordination documentation

Task 15 – Right-of-Way Mapping, Parcel Sketches, Appraisals, Relocation

The selected Consultant shall provide professional right-of-way (ROW) services and support for the project. The selected consultant will provide acquisition and relocation assistance services in support of the project. Services shall be performed in accordance with applicable federal and state regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), Minnesota Statutes, and County and MnDOT policies and procedures.

The Consultant shall coordinate closely with County and MnDOT project management staff, legal counsel, local agencies, appraisers, review appraisers, title companies, and affected property owners and tenants.

The Consultant shall:

- Attend project coordination meetings with the County, City, MnDOT, and other stakeholders.
- Develop and maintain schedules for acquisition and relocation activities.
 - Provide monthly progress reports identifying:
 - Parcels in progress
 - Negotiation status
 - Relocation status
 - Condemnation recommendations
 - Schedule risks and issues
 - Maintain complete parcel files and documentation consistent with County and MnDOT standards.
 - Coordinate with the County and MnDOT legal staff regarding condemnation actions and administrative settlements.

For the more complex properties requiring full acquisition and relocation services, the Consultant should anticipate the need for early acquisition activities during early final design to support timely project delivery and minimize impacts to affected property owners and occupants. Services may include advanced coordination for appraisals, negotiations, relocation planning, and preparation of acquisition documentation necessary to support ROW certification and construction readiness. Early acquisition efforts will be particularly important for properties involving business relocations and environmental sensitive properties such as underground storage tanks that may require extended relocation assistance and coordination.

The construction of the proposed project will require property acquisition, temporary easements, and permanent easements. As part of the preliminary design contract and supplement to the Level 1 Geometric Layout documents, the preliminary design consultant provided the county with a ROW layout displaying parcels impacted by the selected alternative. The layout included the construction limits, proposed easements, PID numbers and owner names, aerial, existing ROW, and a table listing each parcel, and the cumulative easement needs for the preferred alternative. The previous consultant also listed the ROW map parcel data in tabular format(s), preliminary estimates, and notes. The county will provide the information listed above as well as any updates needed to parcel linework, parcel numbers, and legal information about easement agreement terms.

The consultant will confirm if any additional temporary or permanent acquisition is required shortly after contract authorization to facilitate the necessary ROW schedule.

The consultant shall prepare and maintain a ROW Certification Schedule identifying key milestones including parcel sketch completion, appraisals, negotiation cycles, relocations, condemnation filings (if required), and anticipated ROW Certification Date for MnDOT State Aid/FHWA purposes. Assume when 60% plans are complete final parcel sketches are complete before the county proceeds with appraisals.

To maintain alignment between design development, ROW certification, and the RFP timeline presented in Attachment B, the following ROW schedule milestones shall apply:

- 30% Design: Using the preliminary right-of-way map the final design consultant should identify anticipated permanent/temporary easements, drainage/utility easements, and access modifications not previously identified. This exhibit will be used to initiate early coordination with County ROW staff.
- 60% Design: Consultant shall submit Draft Parcel Sketches for all parcels, consistent with the 60% geometric layout and construction limits. These sketches shall include all proposed

easements, take areas, access closures, utility easements, and other ROW-affecting features.

- **Pre-Appraisal:** Consultant shall submit Final Parcel Sketches immediately following County approval of the 60% design, and before appraisal activities begin, consistent with Attachment K requirements in order for ROW Offer Letters to go out in December 2027.
- **ROW Certification:** Consultant shall maintain a ROW Certification Schedule identifying key milestones including parcel sketch completion, appraisals, negotiations, relocation activities, condemnation actions (if required), and the anticipated ROW Certification date to support letting.

These milestones ensure consistency with the statement that the ROW process will run from late 2026 through Summer 2028, while maintaining a clear, phased sequence aligned with final design deliverables.

The County anticipates starting early acquisition and relocation services on the properties requiring full acquisition and starting this process ahead of the other right of way needs. Assume the ROW process will begin late 2026 and go until Summer 2028. At minimum, this task will include:

15.1 Right-of-Way Mapping - Identification and Layout

The final design consultant will identify any additional anticipated ROW required throughout final design, including consideration of the Dakota County Plat Needs Map, which should imply more ROW than needed and reasonable for the proposed project. The ROW identification work will focus on the project's essential needs for temporary and permanent easements, including drainage and utility easements based on the geometrics, construction limits, and other needs to complete final design.

The consultant will continue to estimate right of way costs, both per parcel and for the entire project, using a spreadsheet provided by the county that was developed during the preliminary engineering contract. The consultant will be responsible for updating estimated land acquisition areas and damages (trees, retaining walls, access closures, etc), and working with the County to update estimate costs.

Dakota County will provide the ROW map base files and advise on the final ROW mapping for existing and proposed ROW areas. Based on the final design, the consultant will provide Dakota County staff the proposed ROW and easement areas to fully encompass the project including needed drainage & utility, temporary, and maintenance easements in CAD.

The consultant shall identify and coordinate all required public and private utility easements within the ROW exhibit. Utility easement needs shall be shown on all 30%, 60%, and 95% plan sheets and incorporated into the final ROW Plat and parcel sketches.

15.2 Parcel Sketches

The consultant will create parcel sketches for ROW acquisition. For purposes of the proposal, the consultant should assume up to 45 parcel sketches (there will be numerous iterations of each parcel sketch). This assumption may be adjusted for the contract. The parcel sketches will include an aerial background of the line work for the existing parcel, colored shading for all permanent, temporary, and other easements, and parcel data (i.e., parcel size, area of acquisition, etc.). An overview layout showing the parcels and required easements on an 11x17 map will be included as part of the parcel sketches. The consultant should assume preliminary, draft, and final revisions for the parcel sketches. A sample parcel sketch is shown in the Parcel Sketch Guidelines in Attachment K.

15.3 Appraisals and Acquisitions

The consultant will subcontract with a MNDOT Level 2 ROW prequalified commercial/industrial property appraiser(s) with proven experience on similar projects. In addition to an appraiser to complete the valuations, they will also need to hire a review appraiser to certify the final appraisals. The appraisers will work directly with county ROW staff.

They should demonstrate:

- Experience providing right-of-way acquisition and relocation services for similar transportation projects (value and scope).
- Extensive knowledge of MnDOT right-of-way procedures.
- Expertise with Uniform Act compliance.
- Experience with complex interchange or highway reconstruction projects.
- Experience with full acquisition and relocation of filling stations with underground storage tanks and auto repair activities.
- Ability to manage multiple parcel acquisitions simultaneously.
- Strong public communication and negotiation skills.

Services may include:

- Review of right-of-way plats, parcel maps, and legal descriptions.
- Verification of property ownership and interests.
- Coordination with title companies and review of title commitments.
- Preparation of acquisition documents and administrative forms.
- Establishment and maintenance of parcel files.
- Contact with property owners and representatives.
- Presentation of approved offers of compensation.
- Negotiation of settlements within approved authority limits.
- Documentation of all negotiations and owner contacts.
- Preparation of administrative settlement recommendations when warranted.
- Coordination of closing activities.
- Support for condemnation proceedings as needed.
- Testimony and documentation support for hearings or court proceedings, if requested.

Task 16 – Construction Package, Bidding, Award, and Administration Support

The Consultant shall include an additional 60 hours for design support during construction coordination. These hours are intended for activities such as providing design clarification, reviewing contractor submittals and shop drawings for conformance with design intent when requested, preparing updated drawings or specifications when design changes or clarifications are necessary, issuing supplemental instructions, and reviewing reports as directed by Dakota County and MnDOT. It is anticipated that MnDOT will administer and inspect the construction project on behalf of Dakota County.

Bid Package Assembly: The consultant shall assemble all proposal and bid documents in accordance with MnDOT standards and bidding procedures. This includes preparing a complete bid package for advertising and letting, consisting of plans, specifications, an engineer's estimate (Microsoft Excel and PDF formats), required front-end documents, and the most current versions of MnDOT bid forms and materials.

Bidding

During the bidding period, the Consultant shall assist Dakota County and MnDOT with preparation of addenda and the clarification of issues related to the construction documents, as requested.

The anticipated bid date is late 2028. Construction is expected to begin in spring 2029 with substantial completion in late fall 2030 and final restoration in spring 2031. The Consultant should demonstrate competency in construction administration for projects receiving grant funds.

The Consultant shall provide hours and fees for this task. However, the County and City may elect not to utilize this task or may negotiate any changes in scope and fee closer to the expected date of service.

Task 17 – Optional Tasks (identified by consultant)

Responders are encouraged to propose additional details and tasks if they will substantially improve the results of the project. Any significant additional tasks should be separated from the required items in the proposal.

ATTACHMENT B: Project Milestones

<u>Date</u>	<u>Item</u>
August 4, 2026	FE RFP Released
August 18, 2026	Questions Due
August 26, 2026	Responses to Questions Posted
August 27, 2026	PE Open House #4
September 1, 2026	Qualifications/Proposals Due by 2:00 p.m.
September 15, 2026	Consultant Selected
September 22, 2026	Selected Consultant's Tasks and Budget Due
October 6, 2026	Negotiations Complete - Start MnDOT Preaudit
November 13, 2026	FE Contract Signed NTP
January 5, 2027	Draft VQM Complete for Preliminary Bridge Plans Due
January 5, 2027	Start ROW Process Early on 2 Complex Relocations
January 15, 2027	Draft Preliminary Bridge Plans, FADR, Foundation Recommendations Due
February 19, 2027	Preliminary Bridge Plans and 30% Roadway Plans Due
May 19, 2027	30% Final Bridge Plans Due
August 4, 2027	60% Roadway & 60% Final Bridge Plans Due
September 14, 2027	ROW Appraisals Ordered
December 13, 2027	ROW Appraisals Complete
December 23, 2027	ROW Offer Letters
January 28, 2028	95% Roadway & 95% Bridge Plans Due
March 31, 2028	Final Certified Bridge Plans
April 17, 2028	ROW 90-day notices
June 20, 2028	ROW Public Hearing
July 20, 2028	Title & Possession Complete, ROW Cert (including utilities) for PS&E Required to Authorized FHWA funds
August 10, 2028	Complete Bid Package Assembly - assume MnDOT/FHWA will need to Approve PS&E before CN Authorization
Sep-28	Construction Advertised - min 3 weeks
Oct-28	Construction Awarded
Nov-28	Board Approves Construction Contract, Contract Signed
Mar-29	Construction Begins
Nov-30	Construction Complete

ATTACHMENT C: 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. **49 CFR PART 29: CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.** Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, this contract is a covered transaction for purposes of 49 CFR Part 29. As such, the successful responder is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The successful responder will be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters. By signing and submitting its proposal, responders certify as follows:

The certification in this clause is a material representation of fact relied upon by the MnDOT. If it is later determined that the responder knowingly rendered an erroneous certification, in addition to remedies available to the MnDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The responder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The responder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. **CERTIFICATION REGARDING LOBBYING.** Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, responders must complete the attached “Responder Declarations” form, which includes a “Certification Regarding Lobbying” section, and submit it as part of their proposal.

10. **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.

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

Directions for Online Access to Excluded Providers

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

Attycv/Exh SA (Rev. 1-23)

ATTACHMENT D: 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, and the City of Lakeville, 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, and the City of Lakeville, its officers, employees and agents, as Additional Insureds thereunder.

☐ 5. Network Security and Privacy Liability.

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

☒ 6. 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.

☒ 7. 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.

☒ 8. 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 E: SAMPLE CONTRACT

Dakota County Contract #DCA

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. TERM

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

2. CONTRACTOR'S OBLIGATIONS

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

3. PAYMENT

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

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

4. COMPLIANCE WITH LAWS/STANDARDS

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

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

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

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

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.

6. NOTICES

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

7. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

8. INSURANCE

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

9. SUBCONTRACTING

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

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

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

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

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

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

9.4. Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time

to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.

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

10. FORCE MAJEURE

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

11. DEFAULT

11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.

11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.

11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

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

12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
- B. Failure to perform Services or provide payment within the time specified in this Contract;
- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
- E. The voluntary or involuntary dissolution, insolvency, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

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

- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with County with any transition of Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
 - E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
 - F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
 - G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.
- 12.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.
- 12.7. Effect of Termination for Cause or without Cause.
- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in [Exhibit 3 **Exhibit 1 Attachment**] (Standard Assurances) and the indemnity provisions of section 7.
 - B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. CONTRACT RIGHTS AND REMEDIES

- 13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

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

To Contractor:

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

To the County:

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

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

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

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

15. LIAISON

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

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

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

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

16. OWNERSHIP OF WORK PRODUCT

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

17. AMENDMENTS

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

18. SEVERABILITY

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

19. MERGER

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

19.2. Exhibits. The following Exhibits **and addenda (delete if no addenda)**, including all attachments, are incorporated and made a part of this Contract:

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

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

Exhibit 3 – Standard Assurance

Exhibit 4 – Insurance Terms

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

20. CONFIDENTIALITY

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

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

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

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

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

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

21. ELECTRONIC SIGNATURES

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

22. CONTRACT INTERPRETATION AND CONSTRUCTION

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

23. WAGE WITHHOLDING TAX

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

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

COUNTY OF DAKOTA

By: **SAMPLE**
[Name, Title]
[Department]

Date of Signature: **SAMPLE**

Contract Number: DCA

CONTRACTOR

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

By: **SAMPLE**
Signature

SAMPLE
Title

Date of Signature: **SAMPLE**

ATTACHMENT F: DIGITAL ACCESSIBILITY REQUIREMENTS

Digital content deliverables:

The following deliverables to be provided to the County in digital form ("Digital Content") must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) at the time of delivery to the County:

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

If the County selects your proposal:

- a. you 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.
- b. if you are unable to comply with the required standards for the Digital Content, you will need to provide alternative solutions for the nonconforming Digital Content upon request, at no additional charge to the County

ATTACHMENT G: NON-COLLUSION, CONFLICT OF INTEREST, AND LOBBYING STATEMENT
CSAH 50 and I-35 Interchange (CP 50-33; MnDOT SP No. 1980-100)

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: _____

Non-Collusion

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.

Conflict of Interest

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.

Certification Regarding Lobbying

For State of Minnesota Contracts and Grants over \$100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 United States Code

1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 H: TRADE SECRET FORM
CSAH 50 and I-35 Interchange (CP 50-33; MnDOT SP No. 1980-100)

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 I: Solicitation of Disadvantaged Business Enterprises (DBE)

CSAH 50 and I-35 Interchange (CP 50-33; MnDOT SP No. 1980-100)

Soliciting Responses from Disadvantaged Business Enterprises (DBE)

The MnDOT Office of Civil Rights has assigned a Disadvantaged Business Enterprise-Neutral (DBEN) goal to this Project. Responders are directed to read the DBE Special Provisions, posted along with this RFP. The DBE Special Provisions explain how to comply with the DBE requirements and what documents Responder must submit with its Proposal. The form required to be submitted with the Proposal is included in Attachment J to this RFP. To view a listing of certified DBE's, please contact the MnDOT Office of Civil Rights at 651-366-3073, TTY 651-282-5799, or visit: <https://www.dot.state.mn.us/civilrights/find-small-business.html>.

Solicitation of Disadvantaged Business Enterprises (DBE) Statement

Responders must provide the following statement and signature:

I hereby recognize that a DBE-Neutral (DBEN) goal has been established for this RFP in accordance with the "DBE Special Provisions" posted with the RFP. I understand that MnDOT's Office of Civil Rights is required to clear the successful responder's attainment of the goal, or Good Faith Efforts made to attain the goal, before a contract can be awarded. I understand that failure to meet the goal or show a Good Faith Efforts to meet the goal, will deem the successful responder as non-responsive, resulting in rejection of the proposal.

Submit this form as part of the Bid or Proposal response

Authorized Signature

Print Name

Date

Disadvantaged Business Enterprise (DBE) Special Provisions

Project Information	
State Project Number:	This contract uses the following project delivery method: ☐ Design-bid-build (DBB) ☐ Design-build (DB) ☐ Construction Manager/General Contractor (CM/GC) OR ☐ This is a professional-technical (PT) services contract
This contract will be solicited and administered by: ☐ The Minnesota Department of Transportation (MnDOT) ☐ A local governmental unit	

Introduction

Federal Regulations Govern. Some or all of the funds for this contract will come from the U.S. Department of Transportation (USDOT). Therefore, the federal Disadvantaged Business Enterprise (DBE) program described at Title 49, Part 26 of the Code of Federal Regulations (CFR) applies to this contract. The responder is responsible for understanding and following the requirements of 49 CFR Part 26.

Purpose. These special provisions (1) outline the responder's obligations under the federal DBE program, (2) explain the process MnDOT Office of Civil Rights (OCR) will follow to evaluate the responder's compliance with DBE program requirements, and (3) identify sanctions for failing to comply with DBE program requirements. These provisions apply *in addition to* any other requirements applicable to award of this contract.

Policy Statement. MnDOT must ensure nondiscrimination in the award and administration of federally eligible highway projects. The DBE program seeks to:

- Create a level playing field on which DBEs can compete fairly for federally eligible highway projects,
- Operates in a nondiscriminatory manner,
- Ensure that only eligible firms are permitted to participate as DBEs,
- Help remove barriers to the participation of DBEs in federally eligible highway projects, and
- Provide flexibility in establishing and providing opportunities for DBEs.

Contract Assurance. The USDOT requires MnDOT, as a recipient of federal funds, to include the following paragraph in contracts for federally funded projects. It applies to the responder, and the responder must also include it in subcontracts the responder executes for this project.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to, (1) withholding monthly progress payments, (2) assessing sanctions, (3) liquidated damages, and/or (4) disqualifying the contractor from future bidding as non-responsible.

Application and Interpretation. Terms must be interpreted as follows.

- "Responder" refers to the bidder, apparent low bidder, proposer, or apparent successful proposer.
- "Proposal" includes a bid, proposal or price proposal.

- “CRL” refers to AASHTOWare Project Civil Rights and Labor Management System. For additional information about CRL, see **Attachment 5**.

DBE Directory. A directory of all certified DBEs in the state of Minnesota is available at the following link:

<http://mnucp.metc.state.mn.us/Default.aspx>

The Minnesota Unified Certification Program (MnUCP) maintains this directory. It is the definitive source of information regarding the DBE certification status of firms in Minnesota. Pursuant to 49 C.F.R. § 26.111, to qualify for credit toward the DBE goal, a DBE firm must be certified.

False Claims. The Federal False Claims Act (31 USC §§ 3729-3733) and Minnesota False Claims Act (Minn. Stat. § 15C) apply to statements and certifications the responder makes in connection with the DBE program.

Before Contract Award

DBE Goal

The DBE conscious goal for this project is _____% or ☐ DBE-Neutral

To be eligible for award of this contract, the responder must demonstrate that the responder has (1) obtained sufficient DBE participation to meet the DBE goal or (2) made adequate good faith efforts (GFE) to meet the DBE goal. The responder must submit the information specified in **Table A** in the time specified in **Table B**. If the contract has a specific numerical DBE participation goal, all responders must include their DBE commitment for the contract at the time the proposal is submitted. If the responder does not properly document the responder’s efforts or submit timely and complete documentation to MnDOT OCR, MnDOT must reject the responder’s bid.

DBE-Neutral Goal

If the DBE goal is DBE-Neutral (DBEN), all responders are encouraged to include their anticipated DBE utilization for the contract in their proposals. **Each responder will still be required to submit a bidders list of all subcontractors and suppliers (both DBE and non-DBE) on projects with a DBEN goal.** While DBE participation is encouraged on proposals with a DBEN goal, responders are not required to submit GFE documentation specified in **Table A, other than the information page (Parts A-C) and the Bidders’ lists (Parts D and E) of Exhibit B, the GFE Consolidated form.** Payment information described in **Table C** is required on **all projects**.

DBE Credit

DBE work may be counted toward the DBE goal for any of the following activities:

- to qualify for credit toward the DBE goal, a DBE firm must be certified on or before the proposal due date.
- hiring a DBE as a subcontractor or consultant to do project work,
- purchasing materials from a DBE (typically one hundred percent of the manufacturer’s contracted amount, sixty percent of the supplier’s contracted amount, or forty percent of the distributor’s contracted amount will count toward the goal),
- leasing equipment from a DBE,
- entering into a joint venture with a DBE, or
- if the responder is an eligible DBE, the responder may count all work being self-performed towards the subcontractor goals on this project.

DBE credit is counted for work actually performed by a DBE. The DBE must perform a commercially useful function. **Attachment 1** describes how MnDOT will count DBE credit and how MnDOT will determine whether a DBE performs a commercially useful function.

Table A – What to Submit to MnDOT	
☐ Design-bid-build administered by MnDOT ☐ Construction Manager/General Contractor administered by MnDOT ☐ Design-build administered by MnDOT	☐ Construction Contract administered by local governmental unit ☐ PT contract administered by MnDOT or local governmental unit
IF THE DBE GOAL IS MET	IF THE DBE GOAL IS MET
- Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. - Parts A, B, C, and I of the GFE consolidated form. - The responder must submit their bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts D and E of the GFE consolidated form.	- Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. - Parts A, B, C, D, E, and I of the GFE consolidated form.
IF THE DBE GOAL IS NOT MET	IF THE DBE GOAL IS NOT MET
- Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. - Parts A, B, C, F, G, H and I of the GFE consolidated form. - The responder must submit the bidders list or bidder/quoter information electronically via CRL. For this reason, the responder does not need to fill out parts D and E of the GFE consolidated form. - Any additional information that will help explain the responder's efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal).	- Exhibit A for each DBE participating on the project, including bid/quote for each firm and the DBE Regular Dealer/Distributor Affirmation Form for each Regular Dealer/Distributor. - Parts A, B, C, D, E, F, G, H and I of the GFE consolidated form. - Any additional information that will help explain the responder's efforts to obtain DBE participation (ONLY IF the responder does not meet the DBE goal).

Table B – When and How to Submit Information to MnDOT	
☐ Design-bid-build	☐ Professional-technical
<u>Date and Time</u> The submission due date is the 5th calendar day after the bid due date. <u>Format and Location</u> The responder must submit documents via email to ocrformsubmissions.DOT@state.mn.us.	<u>Date and Time</u> Formal Request for Proposal or Quick Call for Proposal: the submission due date is the 5th calendar day after selection. Pre-Qualification Announcement or Qualification Based Selection Request for Proposal: the submission due date is the 5th calendar day after a final cost has been negotiated. <u>Format and Location</u> The responder must submit documents via email to professionaltechnicalcontractforms.dot@state.mn.us.
☐ Construction Manager/General Contractor	☐ Design-build
<u>Date and Time</u> The submission is due on the date and time the price proposal is due. <u>Format and Location</u> The responder must submit documents via email to ocrformsubmissions.DOT@state.mn.us.	<u>Date and Time</u> Civil Rights submission documents in Table A are due with the proposal. <u>Format and Location</u> See the Design-Build “Instructions to Proposers” for format and location delivery specifics.
On All Projects	
If the date the responder’s submission is due is a Saturday, Sunday, federal holiday, or Minnesota state holiday, the documentation is due on the next calendar day that is not a Saturday, Sunday, federal holiday, or Minnesota state holiday.	

If the responder does not meet the DBE goal, MnDOT OCR will conduct a Good Faith Efforts (GFE) review to determine whether the responder made adequate GFE to meet the goal based on the documentation the responder has provided by the submission due date. The standards MnDOT OCR will use to evaluate GFE are described in **Attachment 2**. Also, if MnDOT OCR determines that the responder did not make adequate GFE to meet the goal, the responder will be deemed non-responsible. The responder may request an administrative reconsideration of that determination. The process for administrative reconsideration is described in Attachment 3.

After Contract Award

DBE Commitments, Termination, and Replacement

The DBE Description of Work and Field Monitoring Report (Exhibit A) commits the responder to using the specified DBEs to perform work or supply materials. This commitment is binding on the responder unless the responder requests and is granted prior written approval from MnDOT OCR. If the responder fails to use a specified DBE for the amount of compensation the responder has specified in the Exhibit A form, without requesting and receiving prior written approval from MnDOT OCR, the responder has materially breached this contract and may not be entitled to payment for the work or materials that were committed to be performed by the DBE.

MnDOT OCR will not approve the responder’s request to terminate a DBE unless the responder (1) gives written notice to the DBE, with a copy to MnDOT OCR, of the responder’s intent to request to terminate the DBE’s subcontract or any portion of its work, (2) allow at least five business days for the DBE to advise the responder and MnDOT OCR of the reasons, if any, it objects to the proposed request to terminate or reduce its work, (3) demonstrate good cause to terminate the DBE as described in **Attachment 4**. The responder must complete the online form requesting approval of the termination of a DBE subcontract or any portion of its work. The responder must attach any supporting documentation to

demonstrate good cause. Once approved, the responder should either replace the DBE with another DBE for at least as much compensation as the initially specified DBE or make GFE to do so. MnDOT OCR will use the GFE standards described in **Attachment 2** to determine whether the responder made GFE. MnDOT OCR may shorten the five-day DBE response period if there is a public necessity. The responder may request assistance from MnDOT OCR to identify available replacement DBEs.

If the responder is involved in a negotiated procurement with MnDOT, the responder must obtain written approval from MnDOT as described in this section before deleting or substituting a DBE the responder has identified as part of a negotiation package. The responder must notify MnDOT OCR of any changes or substitutions to DBE participation, including changes occurring during the negotiation phase of the contract.

DBE Commitments and Continuing Good Faith Efforts

It is the Prime's responsibility to meet its original commitments to DBE firms and make good faith efforts to meet the project goal, based on final contract amount. If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the full contract amount as modified by the change order. After contract award, the Contractor has a continuing obligation to make adequate good faith efforts to meet the DBE goal for the duration of the contract. Good faith efforts are explained in **Attachment 2**. To receive credit for DBE participation added after award, the responder must report the participation to MnDOT OCR and submit a DBE Description of Work and Field Monitoring Report (Exhibit A).

Prompt Payment to Subcontractors

The responder must pay each subcontractor no later than 10 business days of receiving payment for undisputed services provided by the subcontractor. This applies to all subcontractors. The responder must pay the subcontractor interest charges of 1.5 percent per month, or any part of a month, on any undisputed amount not paid within 10 days. The responder must make prompt and full payment of any retainage kept by the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. "Satisfactorily completed" means all tasks identified in the subcontract have been accomplished and documented as required by MnDOT. If MnDOT has incrementally accepted a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The responder must report payment information as specified in **Table C**. **If the responder fails to comply with prompt payment requirements, including reporting requirements, the responder has materially breached this contract.** Furthermore, verification of the responder's final payment to each subcontractor is a condition of final clearance from MnDOT OCR.

Table C – Required Payment Submissions	
☐ Design-bid-build administered by MnDOT ☐ Construction Manager/General Contractor administered by MnDOT ☐ Design-build administered by MnDOT	☐ Construction Contract administered by local gov't unit
Within 10 business days of the responder's receipt of MnDOT payment: - the responder must pay its subcontractors - the payment information to subcontractors should be entered via CRL no later than one calendar week after payment. When final payment has been made to subcontractors: - the responder must submit information about the responder's final payment to each subcontractor via CRL. - the responder must submit a Total Payment Affidavit to ocrformsubmissions.dot@state.mn.us.	Within 10 business days of the responder's receipt of MnDOT or Local Government Unit payment: - the responder must pay its subcontractors - the responder must submit a Contractor Payment Form to MnDOT OCR on a monthly basis. All subcontractors, if they have lower tiered subcontractors, regardless of DBE status, are required to complete Contractor Payment Forms. The subcontractor should submit its Contractor Payment Form to the Prime Contractor, and the Prime Contractor must submit all Contractor Payment Forms to OCR.
	☐ PT contract administered by MnDOT
	Within 10 business days of the responder's receipt of MnDOT payment: - the responder must pay its subcontractors - the responder must submit a Contractor Payment Form to ocrformsubmissions.dot@state.mn.us on a monthly basis. All subcontractors, if they have lower tiered subcontractors, regardless of DBE status, are required to complete Contractor Payment Forms. The subcontractor should submit its Contractor Payment Form to the Prime Contractor, and the Prime Contractor must submit all Contractor Payment Forms to OCR. When a final invoice has been submitted to MnDOT: - the responder must submit a Total Payment Affidavit and Final Contractor Payment Form to ocrformsubmissions.dot@state.mn.us.

Appendices

Explanatory Attachments

- Attachment 1 – Counting and Commercially Useful Function
- Attachment 2 – Good Faith Efforts Documentation and Standards
- Attachment 3 – Administrative Reconsideration
- Attachment 4 – Good Cause to Terminate a DBE
- Attachment 5 – Information about AASHTOWare Project CRL

Forms

- Exhibit A – DBE Description of Work and Field Monitoring Report
- Exhibit B – GFE Consolidated Form (Parts A-I)
- Exhibit C – Contractor Payment Form
- Exhibit D – Total Payment Affidavit
- Exhibit E – DBE Regular Dealer/Distributor Affirmation Form

Attachment 1 – Counting and Commercially Useful Function (CUF)

DBE Counting – Generally

- (a) When a DBE participates in a contract, MnDOT will only count the value of the work actually performed by the DBE toward DBE goals.
 - 1. The entire amount of the portion of a construction contract (or other contract not covered by paragraph 49 C.F.R. § 26.55(a)(2)) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate(s)).
 - 2. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, counts toward DBE goals, provided that MnDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontract work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goals.
- (b) When a DBE performs as a participant in a joint venture, MnDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (c) If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26 subpart D at the time of execution of the contract, MnDOT will not count the firm's participation toward any DBE goals, except as provided for in § 26.87(j) and § 26.55.
- (d) The dollar value of the work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.
- (e) MnDOT will not count the participation of a DBE subcontractor toward the responder's final compliance with the responder's DBE obligations on a contract until the responder has paid the amount to the DBE.

DBE Counting – Materials and Supplies

- (f) MnDOT will count the responder's expenditures with DBEs for materials or supplies toward DBE goals as follows.
 - 1. MnDOT will count 100% of the cost of the materials or supplies toward DBE goals if the responder obtains the materials or supplies from a DBE manufacturer.
 - A. For purposes of this section (f), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

2. If the responder purchases the materials or supplies from a DBE regular dealer, MnDOT will count 60% of the cost of the materials or supplies (including transportation costs) toward DBE goals.
 - A. For purposes of this section (f), a regular dealer is a firm that owns (or leases) and operates, a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold to or leased to the public in the usual course of business.
 - B. Items kept and regularly sold by the DBE are of the “general character” when they share the same material characteristics and application as the items specified by the contract.
 - C. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies (including transportation cost) when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.
 - D. A DBE may be a regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, gravel, stone or asphalt without owning and operating a place of business as provided in 49 C.F.R. §26.55(e)(2)(ii) if the firm both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers’ own distribution equipment must be by a long-term operating lease agreement and not on an ad hoc or contract-by-contract basis¹.
 - E. A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items per D above. If the DBE supplier of these items does not own or lease distribution equipment, as described above, it is not a regular dealer.
 - F. Packagers, brokers, manufacturers’ representatives, or other persons who arrange, facilitate, or expedite transactions are not regular dealers within the meaning of this section (f).
3. If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs). A DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor. If these conditions are met, DBE distributors may receive 40 percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.
- (g) With respect to materials or supplies the responder purchases from a DBE which is neither a manufacturer, a regular dealer, nor a distributor, MnDOT will count the entire amount of fees or commissions that MnDOT deems to be reasonable, including transportation charges for the delivery of materials or supplies. MnDOT, however, will not count any portion of the cost of the materials or supplies themselves toward DBE goals.

¹ Credit associated with trucking is calculated differently than the delivery of materials or supplies performed as part of a regular dealer CUF.

Commercially Useful Function – Generally

- (h) MnDOT will count expenditures of a DBE toward DBE goals only if the DBE performs a commercially useful function on the contract.
1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MnDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.
 2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, MnDOT must examine similar transactions, particularly those in which DBEs do not participate.
 3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected within normal industry practice for the type of work involved, MnDOT must presume that it is not performing a commercially useful function.
 4. When a DBE is presumed not to be performing a commercially useful function as provided in the preceding paragraph, the DBE may present evidence to rebut this presumption. MnDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
 5. MnDOT decisions regarding commercially useful function are subject to review by the concerned operating administration but are not administratively appealable to USDOT.

Commercially Useful Function – Trucking

- (i) MnDOT will use the following factors to determine whether a DBE trucking company performs a commercially useful function.
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of the meeting DBE goals.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

5. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
6. The DBE may also lease trucks without drivers from a non-DBE firm. If the DBE firm uses its own employees to drive the leased trucks, the DBE firm is entitled to credit for the full value of the hauling services.
7. For purposes of this section, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Attachment 2 – Good Faith Efforts Documentation and Standards

If the responder's DBE commitment falls short of the DBE goal, the responder must demonstrate adequate good faith efforts (GFE) in order to be eligible for contract award (49 CFR § 26.53). To demonstrate that the responder made adequate GFE, the responder must show documentation that the responder took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the responder were not fully successful.

The efforts employed by the responder should be those that one could reasonably expect the responder to take if the responder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the contract requirements. The GFE consolidated form, attached to these provisions as Exhibit B, provides a helpful start to the responder's documentation, **but the responder is not limited to the information specified in the consolidated form.**

When the responder submits GFE documentation, the responder must explain the relevance of any documents the responder submits that are not mentioned in these special provisions or the related forms. **Responder is encouraged to submit ALL information that supports good faith efforts with an explanatory narrative.** Only documentation provided to MnDOT OCR by the submission due date can be considered by MnDOT to determine GFEs.

Good Faith Efforts Evaluation

MnDOT will consider the actions listed below when evaluating the responder's GFE documentation. This list closely resembles a list in 49 CFR Part 26, Appendix A. The listed actions are consistent with GFE, but the list is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. MnDOT will also consider the performance of other bidders relative to the DBE goal. Other factors or types of efforts may be relevant in appropriate cases. MnDOT will make GFE determinations on a case-by-case basis.

- (a) **Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract.** This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to DBEs that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project. The bidder should solicit this interest as early as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
- (b) **Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.** This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- (c) **Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.**

- (d) **Negotiating in good faith with interested DBEs.** It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (e) **Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.** The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- (f) **Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.**
- (g) **Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.**
- (h) **Effectively using the services of available community organizations; contractors' groups; local, State, and Federal business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.**

Notification of MnDOT Decision

After reviewing the responder's GFE documentation and the performance of other bidders relative to the DBE goal, the Director of MnDOT OCR, or their designee, will determine whether or not the responder made adequate GFEs to meet the goal. The determination will be sent via email to the responder. If the Director determines that the responder failed to make adequate GFE, the responder may request an administrative reconsideration of that determination (49 CFR §26.53(d)).

Attachment 3 – Administrative Reconsideration

If the Director determines that the responder failed to make adequate good faith efforts (GFE), the responder may request administrative reconsideration of that determination (49 CFR §26.53(d)).

Requesting Reconsideration

The responder's request for reconsideration must be written and timely. Otherwise, the responder will be deemed to have waived the right to reconsideration.

The responder must send the request via email, MnDOT must **receive** it no later than the fifth business day after the responder receives notice of the Director's determination.

Reconsideration Process

The Commissioner of MnDOT will designate officials to serve as Reconsideration Officials. The Reconsideration Officials shall not have had any role in the original determination that the responder failed to meet the DBE goal or make adequate GFE to do so.

As part of the reconsideration process, the responder will have the opportunity to:

- Provide the Reconsideration Officials written documentation and arguments as to why the responder believe the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(1)).
- Meet with the Reconsideration Officials to explain why the responder believes the responder met the DBE goal or made adequate GFE to do so (49 CFR § 26.53(d)(3)).

The Reconsideration Officials will reconsider the record documenting the GFE the responder made. The reconsideration process is a review of only the GFE the responder made as of the submission due date specified in **Table B**. GFE made after that date will not be considered.

MnDOT will provide the responder with a written decision **within 5 business days following the date the responder is scheduled to meet with the Reconsideration Officials**. The written decision will include an explanation of reasons for the decision. The decision is not subject to administrative appeal to the U.S. Department of Transportation (49 CFR § 26.53(d)(5)).

Attachment 4 – Good Cause to Terminate a DBE

The responder may not, without prior written approval from MnDOT OCR, terminate a DBE or any portion of its work listed in the original DBE commitment (submitted Exhibit A). When MnDOT or a local recipient initiates a termination or reduction of work the responder is not required to obtain prior written approval from OCR. Notification of the change to the DBE and OCR is still requested. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include, but are not limited to, when a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. MnDOT OCR will not approve a request to terminate or replace a DBE unless the responder demonstrates good cause to do so. In accordance with 49 CFR § 26.53(f)(3), good cause includes the following circumstances.

- (a) The DBE subcontractor fails or refuses to execute a written contract;
- (b) The DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work in the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1,200 or applicable state law;
- (f) OCR has determined that the DBE subcontractor is not a responsible contractor;
- (g) The DBE subcontractor voluntarily withdraws from the project and provides to OCR written notice of its withdrawal;
- (h) The DBE is ineligible to receive DBE credit for the type of work required;
- (i) A DBE owner dies or becomes disabled with the result that the DBE contractor is unable to complete its work on the contract; or
- (j) Other documented good cause that MnDOT OCR determines compels the termination of the DBE subcontractor.

Good cause does not exist if the responder seeks to terminate a DBE or any portion of its work represented in the responder's DBE commitment so the responder can self-perform or transfer to another subcontractor work originally committed to the DBE.

Attachment 5 – Information about AASHTOWARE Project CRL

General Information

AASHTOWare Project Civil Rights Labor (CRL) is a web-based system that currently allows contractors to submit electronic payroll, subcontract and subcontractor payment information, and Bidder/Quoter submittals.

Design-bid-build construction contracts let by MnDOT, advertised after July 1, 2013, report information through the CRL system.

More information regarding CRL requirements can be found in the MnDOT Standard Specifications for Construction: *Electronic Submission of Payrolls and Statements and Bidders Lists for Federally Funded Projects*.

Registration and Training

Information on annual contractor training, vendor and user registration, system support, forms, and manuals can be found at:

<https://www.dot.state.mn.us/const/labor/civil-rights-labor.html>

MnDOT also provides access to a CRL Interactive E-learning Tool at:

<https://www.dot.state.mn.us/onlinelearning/lcu/crl/>



Exhibit A - DBE Description of Work and Field Monitoring Report

A contract will not be awarded to the Prime Contractor unless this form is submitted for each DBE participating in the contract. This form is complete when the DBE subcontractor has filled in **all of the applicable information in sections A through D and signed in section E.**

PLEASE PRINT CLEARLY OR TYPE.

Pre-Award Commitment:

Post-Award Commitment:

Section (A): (All DBE subcontractors, including trucking firms, must complete this section.)

MUST BE COMPLETED BY THE DBE PRINCIPAL

Letting Date: _____ State Project Number: _____

Prime Contractor: _____ Phone #: _____

DBE Subcontractor: _____ Phone #: _____

Total Subcontract \$: _____

DBE Participation Claimed: Percent _____% Amount \$ _____

*Please see instructions to determine DBE Participation to claim.

Section (B): (All DBE subcontractors, including trucking firms and suppliers, must complete this section.)

- List the work scopes to be performed and the associated North American Industry Classification System (NAICS) codes for each item:

Description/Scope of work	Associated NAICS Code	Applicable dollar amount

- Will your firm be renting equipment from the prime or the firm you are contracting with? If yes, list the cost of the rental.

a. Yes No Cost of rental: _____

- Will you be subcontracting to any other firms? YES NO

If yes, answer the following: Firm's Name: _____ \$ amount of the work: _____

Section (C) (DBE firms manufacturing or who are regular dealers/distributors/brokers)

Is your firm the manufacturer of the materials you are providing? YES NO

Is your firm a material supplier (including bulk items), distributor or broker? YES NO

If yes, complete the [DBE Regular Dealer-Distributor Affirmation form](#).

*All material suppliers, distributors, or brokers must submit a copy of their quotes with this form. Please ensure quantities are included.

Section (D) TO BE COMPLETED ONLY BY DBE TRUCKING FIRMS

- How many fully operational units will be yours or other DBEs? _____ (Estimated total hours: _____)
- How many units will be non-DBEs? _____ (Estimated total hours: _____)

Section (E): (All DBE subcontractors, including trucking firms, must complete this section.)

I hereby certify that the information presented above is correct. I agree to inform the Office of Civil Rights in writing of any change within 10 days of the change.

DBE Company:

DBE Principal: _____ Signature _____ Title _____ Date _____

Section (F): TO BE COMPLETED BY MnDOT OFFICE OF CIVIL RIGHTS STAFF PERSON

Reviewed by OCR: _____

OCR Main Phone No: 651-366-3073

Email for OCR Forms: OCRFormSubmissions.DOT@state.mn.us

**Section (G): TO BE COMPLETED BY PROJECT ENGINEER WHEN THE DBE'S
PORTION OF WORK IS $\frac{1}{3}$ TO $\frac{1}{2}$ COMPLETED**

1. Does it appear that the DBE firm is performing the work specified in (Exhibit "A") description of work?
Yes _____ No _____
2. Does it appear that the DBE contractor is managing their portion of the project and using their own company employees?
Yes _____ No _____
3. Does it appear that the DBE contractor is providing the equipment for their items of work or other work specified?
Yes _____ No _____
4. Does it appear that the quality of the DBE contractor's performance, scheduling and project management are meeting industry standards?
Yes _____ No _____
5. If the DBE is supplying materials, are the quantities proportionate for what is required on the project (refer to **Section C** above)?
Yes ____ No ____
6. Comments: _____

NOTE: If you, as the Project Engineer, have checked "NO" to any of the above questions or have any other comments, it is important that you contact the MnDOT Office of Civil Rights Staff Person assigned to this project.

Project Engineer: _____ Date: _____

Exhibit B - Office of Civil Rights - Good Faith Efforts Consolidated Form

(Includes Parts A-I)

This form will assist you in demonstrating that you met the DBE goal or made adequate good faith efforts to meet the goal. You must provide this form and all supporting GFE documentation to the MnDOT Office of Civil Rights prior to the submission due date identified in **Table B** of the DBE Special Provisions.

PART A – PRIME CONTRACTOR’S INFORMATION (You must complete this part.)				
COMPANY NAME				
ADDRESS	STREET	CITY	STATE	ZIP CODE
PHONE #	FAX #		EMAIL ADDRESS	
CONTACT PERSON		TITLE		

PART B - PROJECT DESCRIPTION (You must complete this part.)				
STATE PROJECT #		CONTRACT # (If Applicable)		☐ Attach copy of MnDOT Advertisement
ANTICIPATED START DATE (Based on progress schedule)			EXPECTED COMPLETION DATE (Based on progress schedule)	
DBE GOAL	%	VS	DBE COMMITMENT	(Type of GFE Information – Check one only) ☐ Pre-award ☐ Post-award/Execution
TOTAL DBE PARTICIPATION DOLLARS BASED ON ADVERTISED DBE GOAL (Total prime bid \$ * DBE % Goal)				

PART C – PROJECT SUMMARY AMOUNTS (You must complete this part.)	
TOTAL PRIME BID	\$
TOTAL DOLLARS COMMITTED TO NON-DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE’S (Not including suppliers)	\$
TOTAL DOLLARS COMMITTED TO DBE SUPPLIERS (Total paid to DBE suppliers 60%)	\$
WORKED PERFORMED BY PRIME	\$
PERCENT OF WORK PERFORMED BY PRIME	%
TOTAL DBE PARTICIPATION REMAINING (Difference between DBE goal \$ and DBE commitment \$)	\$

State Project Number:

Contractor:

PART D – BIDDERS LIST - DBE QUOTES SUBMITTED (You must complete this part. If the project is let by MnDOT, you must submit information through the AASHTOWare Project CRL about all bids/quotes you have received and enter your DBE Commitments on this form.)

DBE COMMITMENTS							
List all DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).							
DBE Contractor Information					Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?
1.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	DBE Contractor Name						Yes
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART E- BIDDERS LIST - NON-DBE QUOTES SUBMITTED (Complete this part only if the project is let by a local governmental unit. If the project is let by MnDOT, you must submit information about bids/quotes you have received through the AASHTOWare Project CRL online system rather than on this form.)							
NON-DBE COMMITMENTS List all non-DBE firms who provided quotes or bid proposals. Indicate whether the quotes were accepted. Please include a copy of their quote(s).				Description of Work	Dollar Amount Of Bid/Proposal.	Will Firm Be Used?	
NON-DBE Contractor Information							
1.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax:				
2.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
3.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address						
	Federal Tax #		E-mail				
	Phone		Fax				
4.	NON-DBE Contractor Name						Yes
	Contact Name						
	Address:						
	Federal Tax #		E-mail				
	Phone		Fax				

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART F – SOLICITATION OF SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS (Complete this part only if DBE goal is not met.)

List all subcontractors solicited, both DBE and non-DBE contractors, truckers and suppliers for this specific project. Include initial contact and follow-up dates, as well as methods of contact (Phone, Fax, Email, etc.).

The good faith effort submission should include evidence of the solicitation effort such as; copies of request for bids sent to DBE firms with the name of the DBE firms clearly identified; fax confirmation sheets showing the date, fax number, name of DBE firm, confirmation the fax was sent; list of all DBE firms called time of call, person contacted and response; or email lists with time/day sent clearly indicated etc.

Subcontractor/Supplier/Service provider		DBE?		Phone #	Dates, Method of Contact		Description of Work	Dollar Amount of Quote
		Yes	No		DATES	METHOD		
1		☐	☐					
2		☐	☐					
3		☐	☐					
4		☐	☐					
5		☐	☐					
6		☐	☐					
7		☐	☐					
8		☐	☐					
9		☐	☐					
10		☐	☐					
11		☐	☐					
12		☐	☐					

Make additional copies of this page as necessary

State Project Number:

Contractor:

PART G - DBEs QUOTED BUT NOT SELECTED (Complete this part only if DBE goal is not met.)

If DBE quotes were rejected, if necessary, attach a separate sheet of paper explaining the specific basis for rejecting any DBE quote.

Note: Additional cost is not in itself sufficient reason for rejecting a DBE quote. However, prime contractors need not accept excessive or unreasonable DBE quotes. The contractor's standing within its industry or memberships in specific groups (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of a quote in the contractor's efforts to meet the project goal. Please include a copy of the quote(s) received.

DBE QUOTE	DBE FIRMS WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	FIRM SELECTED FOR SCOPE QUOTED	REASON NOT SELECTED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Make additional copies of this page as necessary

Office of Civil Rights– Good Faith Efforts Consolidated Form

State Project Number:

Contractor:

PART H – DESCRIPTION OF GOOD FAITH EFFORTS (Complete this part only if DBE goal is not met. Use additional sheets if necessary.)

Please describe below or in a separate letter any aspects of your efforts to obtain DBE participation that are not already apparent from the information provided in parts A-G. This is an opportunity to “tell the story” of your GFE. Please give special attention to the factors identified in **Attachment 2** of the DBE special provisions and 49 CFR Part 26, Appendix A. The following questions may help you organize your description. **The questions below are not intended to be a checklist or an exhaustive list of what is considered in evaluating GFE.** Information not submitted will not be considered in making a finding of Good Faith Efforts.

Questions to consider:

- Did you use the current DBE directory to identify DBEs?
- Did you break out work into units that small businesses such as DBEs could reasonably perform?
- Did you solicit DBE participation for work you could have self-performed?
- Did you overlook any DBEs whose business operations are geographically close to the project?
- Did you host any DBE informational workshops or attend any MnDOT sponsored DBE events?
- Did you contact minority business organizations about DBE opportunities?
- Did you send timely written (fax, e-mail, etc.) solicitation notices to certified DBEs?
- Did your solicitation notice include the following information? *name and location of project, bid date, scope of work requested, location where DBEs can review plans and specifications, date and time to submit quote, contact name for technical assistance, any special requirements*
- Did you provide any contacts for possible bonding, insurance, or lines of credit?
- Did you provide any technical assistance relative to bonding, insurance, or lines of credit?
- Did you maintain a follow-up log to track responses to your initial solicitations?
- Did you track the following information after initial solicitation? *name of DBE firm, type of contact (fax, telephone, e-mail, etc.), date and time DBE contacted, name of contact person, response received, reason for DBE not bidding (if applicable)*
- Did you receive bids from DBE’s that you did not accept? If so, what were your reasons?

Type Response Below:



Exhibit B – Good Faith Efforts Consolidated Form

PART I – CERTIFICATION / GOOD FAITH EFFORTS AFFIDAVIT (You must complete this part.)

STATE OF MINNESOTA

COUNTY OF _____

I, _____, being first duly sworn, state as follows:
(Full Name)

1. I am the _____ of _____
(Title) (Name of Individual, Company, Partnership, or Corporation)

that has submitted a bid for State Project _____.

2. I have the authority to make this affidavit for and on behalf of the apparent low bidder.

3. The information provided in the attached Good Faith Efforts Consolidated Form is true and accurate to the best of my belief.

SIGNATURE (Bidder or Authorized Representative)	TITLE	DATE

Subscribed and sworn to before me this _____ day of _____, 20____

 Notary Public

My commission expires _____, 20____

Pursuant to 49 CFR § 26.107, if any person or firm has willfully and knowingly provided incorrect information or made false statements in connection with the Federal DBE program, the USDOT may initiate suspension or debarment proceedings against such person or firm under 49 CFR Part 29, take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, and/or refer the matter to the Department of Justice for criminal prosecution under 18 U.S.C. 1001, which prohibits false statements in Federal programs.

State Project Number:	Payment Reporting Period: _____ to _____	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Russell.Simmons@state.mn.us); State's Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from the State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:				
Title:			Title:	
Phone Number:	Email:		Phone Number:	Email:

(This form may be submitted in an alternate format)



Disadvantaged Business Enterprise (DBE) Total Payment Affidavit

MnDOT Office of Civil Rights

Pursuant to MnDOT Standard Specifications for Construction, Section 1516.3, the following DBE Total Payment Affidavit shall be executed by the Prime Contractor after all work has been performed by a DBE on this project. **If the dollar value of the DBE firm's total work is less than the original subcontract, please describe below.**

State Project Number: _____

STATE OF MINNESOTA

COUNTY OF _____

I, _____, being first duly sworn, do depose and say that:

1. I am the authorized representative of _____ and I have the authority to make this Affidavit for and on behalf of said Prime Contractor.
2. The following DBE Subcontractors/Suppliers/Service Providers/Sub-Consultants have performed work on this contract/project:

Disadvantaged Businesses

	<i>Name of Firm</i>	<i>Dollar Amount Of Subcontract</i>	<i>Retainage Amount</i>	<i>Bond Held</i>	<i>Total Dollar Amount</i>
1					
2					
3					
4					
5					
6					
7					
8					
Total					

4. If the total dollar value of a DBE firm's portion of the work was less than the original amount committed to be performed by the DBE, you must explain below and provide supporting documentation.

5. I have fully informed myself regarding the accuracy of the statements made in this Affidavit.

Signed: _____

Subscribed and sworn to before me

This _____ day of _____, 20____

(Notary Public)

My commission expires _____, 20____

Prepare affidavit in duplicate. Submit one affidavit to the Project Engineer and email one to
MnDOT's Office of Civil Rights at: OCRformsubmissions.dot@state.mn.us

**DBE Regular Dealer/Distributor
Affirmation Form**

Bidder Name:

U.S. Department of
Transportation

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? **YES** **NO**

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? **YES** **NO** (If "YES," Go to Question 2. If "NO" Continue.)
- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

YES **NO*** (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

YES **NO¹**

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)? **YES²** **NO³**

- a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? **YES²** **NO³**

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased **may** be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:



Parcel Sketches

Guidelines for production of parcel sketches for both internal and consultant-lead roadway projects.

County Mapping

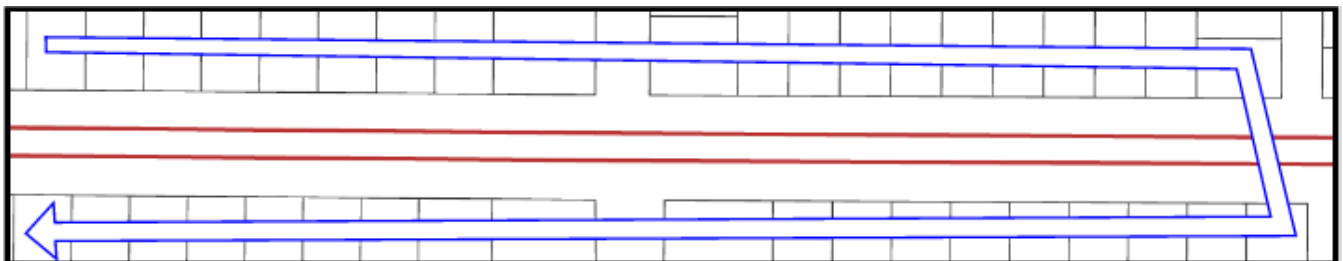
County Right-of-Way base maps are in units of feet, using Dakota County Coordinates (NAD83 1996 adjusted)

Required Information

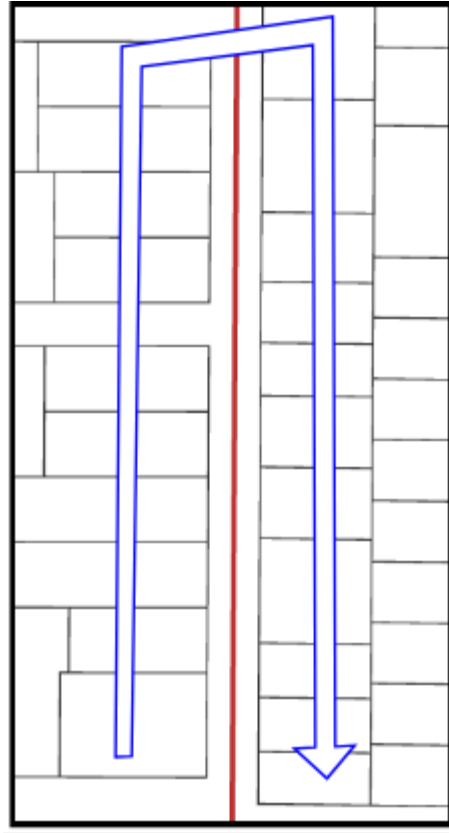
- Right-of-Way map number (if applicable)
- Owner Name(s)
- Parcel number
- Property ID number
- County Project Number
- Legend
- File path text
- Print Date Text
- Draft or Final
- Aerial Imagery (Transparency 70%)

Parcel Numbering

- Assign one parcel number for each property identification number (PID)
- Assign parcels with the orientation of the road
 - On a west-east roadway, start numbering on the north side of the road from west to east to the end. Then cross the road and number from east to west to the beginning.



- On a south-north roadway, start numbering on the west side of the road from south to north to the end. Then cross the road and number from north to south to the beginning.



- Once parcels are numbered, do not change the numbering.
 - If a numbered parcel is removed from the project, the remaining parcels will keep their assigned numbers which will result in a missing number.
 - If a parcel is added due to a division or other circumstance, it will be assigned a number which will result in a non-sequential number.

CAD - Linework

Line Description	Layer	Line Style	Color	Lineweight
Existing Right of Way	RW-EX COUNTY	RW_EXLINE	GREEN (0,255,0)	0.3 mm
Highway Easement (New Right of Way)	RW-PROPOSED RW	RW_NEWLINE	BLUE (0,0,255)	0.4 mm
Temporary Construction Easement	RW-PROPOSED TE	DASHED3	MAGENTA (255,0,255)	0.4 mm
Parcel Line	RW-PARCEL LINE	CONTINUOUS	BLACK	0.3 mm
Drainage & Utility Easement	RW-PROPOSED DU	DASHED2	YELLOW (255,255,0)	0.4 mm
Trail Easement	RW-PROPOSED TRAIL	DASHED 2	ORANGE (255,165,0)	0.4 MM
Construction Limits	P-GRADING-LIMITS	DASHED2	RED (255,0,0)	0.4 mm

CAD – Color Hatching

Description	Layer*	Color	Transparency
Highway Easement	RW-PROPOSED RW_HATCH	CYAN (0,255,255)	70%
Temporary Easement	RW-NEW TE_HATCH	MAGENTA (255,0,255)	70%
Drainage & Utility Easement	RW-PROPOSED DU_HATCH	YELLOW (255,255,0)	70%
Trail Easement	RW-PROPOSED TRAIL_HATCH	ORANGE (255,165,0)	70%
Wall Easement	RW-PROPOSED WALL_HATCH	ORANGE (255,165,0)	70%

*Alternate layer names can be used for parcel sketch production in order to isolate the color hatching for each individual parcel.

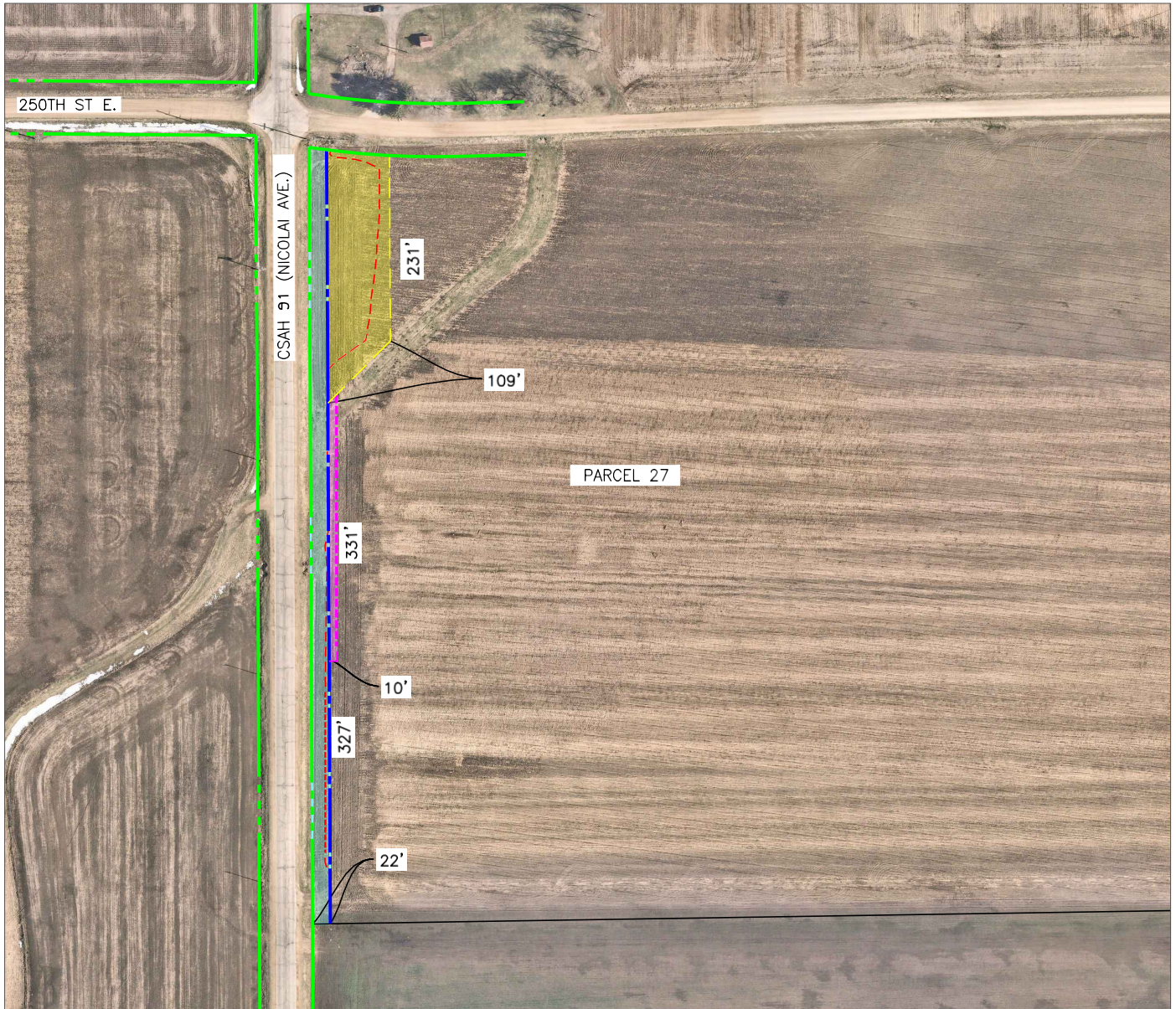
General Guidance

- Easement/ROW linework to be offset directly from the existing ROW or proposed roadway alignment. The offset needs to be consistent and precise.
 - i.e. measuring from existing ROW to the new easement should not be 10.1' on one end and 9.9' on the other. It should measure precisely 10.0' consistently.
 - i.e. measuring from the proposed alignment to the new ROW should not be 55.4' in places or 54.3' in others. It should measure precisely 55.0' consistently.
- The Dakota County Survey group will provide the existing ROW and easement linework. They will provide updates to the linework as new information becomes apparent or any discrepancies are found. Do not modify any existing ROW or easement linework – request updates from the Survey Group.
- All proposed ROW and easement linework depicted in construction plans shall exactly match the linework as depicted in the filed ROW map.

PROPERTY EXHIBIT

C.S.A.H. 91 (NICOLAI AVE.)

DOUGLAS TOWNSHIP



LEGEND

- DENOTES PARCEL LINE
- DENOTES EXISTING RIGHT OF WAY LINE
- DENOTES NEW RIGHT OF WAY HIGHWAY EASEMENT LINE
- DENOTES TEMPORARY EASEMENT LINE
- DENOTES DRAINAGE & UTILITY EASEMENT LINE
- DENOTES TRAIL EASEMENT
- DENOTES WALL EASEMENT
- DENOTES CONSTRUCTION LIMITS LINE
- PROPERTY CORNER FOUND

* DIMENSIONS OF EASEMENT AREAS ARE ROUNDED TO THE NEAREST FOOT SO MAY NOT PRECISELY MATCH SQUARE FOOTAGE LISTED BELOW

DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 509
OWNER EL MEGCA FARM, LLP

DRAFT

PARCEL 27
PROJECT NO. 91-30
PID 09-02400-26-010
NEW HIGHWAY RIGHT OF WAY (SQ. FT.)
TEMPORARY EASEMENT (SQ. FT.)
DRAINAGE AND UTILITY EASEMENT (SQ. FT.)

	24,265
	6,344
	21,265