

**STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT**

<b>State Project Number (SP):</b>	8821-320	<b>Trunk Highway Number (TH):</b>	23, 53, 61, & 194
<b>Project Identification:</b>	Duluth Metro EVP signal Revisions Design Engineering		

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028597 between the state of Minnesota acting through its Commissioner of Transportation (“State”) and City of Duluth, a political subdivision of the State of Minnesota (“Local Government/Agency”) and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

- 1.1 **Effective Date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Local Government/Agency must not begin work under this contract until ALL required signatures have been obtained and the Local Government/Agency has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2 **Expiration Date:** This Work Order Contract will expire on January 31, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through B are attached and incorporated into this Work Order Contract.

**Article 2 Nature of Work:**

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3, Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definition.
  - Construction Administration
  - Emergency Services
  - Professional/Technical Services
  - Roadway Maintenance

**Article 3 Scope of Work:**

- 3.1 The Local Government/Agency will perform all services under this Work Order Contract in accordance with the Standard Terms described in Exhibit A.
- 3.2 The Local Government/Agency will perform services under this Work Order Contract summarized generally as follows: The Local Government Agency will provide project scoping which consists of as-built plans showing existing signal wiring diagrams, pole locations, conduit, control box locations, and handhole locations and the working condition of all of these signal systems components. Scoping costs will be split between all agencies based on project Signal Leg Ownership %’s. (State=24%, or \$7,826.17).

**Article 4 Items provided or completed by the State.**

- 4.1 The following will be provided or completed by the State: Review of the scoping documents.

**Article 5 Consideration of Payment:**

- 5.1 The State will pay for all services performed by the Local Government/Agency on a Lump Sum basis upon satisfactory completion of the work under this Work Order Contract and acceptance by the State’s Project Manager.
- 5.2 The Local Government/Agency will submit an invoice for payment in accordance with the following schedule: Upon Completion and State’s Acceptance of All Services.
- 5.3 The State’s total obligation for all compensation and reimbursements to the Local Government/Agency is \$7,826.17

**Article 6 Terms of Payment:**

- 6.1 The State will promptly pay all valid obligations under this Work Order Contract as required by Minnesota Statutes §16A.124.
- 6.2 Local Government/Agency must submit invoices electronically for payment, using the format set forth in Exhibit B. The State will pay the Local Government/Agency a Lump Sum completion of the work and invoicing. The Local Government/Agency will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the State, the Local Government/Agency must provide documentation showing the actual costs incurred.
- 6.3 If the "Professional and Technical Services" box is checked in Article 2.1, the State will retain up to 10% of the final amount due to the Local Government, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by the State.
- 6.4 The Local Government/Agency must submit the signed invoice, for review and payment, to the State's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). If the Local Government/Agency cannot support electronic submission of the invoice package, the Local Government/Agency must contact the State's Authorized Representative for possible alternatives.
- 6.5 All invoices are subject to audit, at the State's discretion.

**Article 7 Authorized Representatives:**

- 7.1 The Local Government/Agency's Project Manager for this Work Order is:

Name, Title: Cari Pedersen or successor  
 Address: 411 West 1<sup>st</sup> Street Duluth, MN 55802  
 Telephone: 218-730-5091  
 E-Mail: [cpedersen@duluthmn.gov](mailto:cpedersen@duluthmn.gov)

The Local Government/Agency's Project Manager for this Work Order Contract is responsible for overseeing the Local Government/Agency's fulfillment of its obligations under this Work Order Contract, reviewing and approving invoices, resolving disputes related to this Work Order Contract, and for giving or receiving any notices required or permitted by this Work Order Contract.

- 7.2 The State's Authorized Representative, for this Work Order is:

Name, Title: Jerald Paulson/Contract Administrator  
 Address: 1123 Mesaba Avenue Duluth, MN 55811  
 Telephone: 218-725-2750  
 E-Mail: [jerry.paulson@state.mn.us](mailto:jerry.paulson@state.mn.us)

The State's Authorized Representative, or his/her successor, will monitor the Local Government/Agency's performance and has the authority to accept or reject the services provided under this Work Order Contract.

- 7.3 The State's Project Manager for this Work Order is:

Name, Title: James Miles or successor  
 Address: 1123 Mesaba Avenue Duluth, MN55811  
 Telephone: 218-725-2789  
 E-Mail: [james.miles@state.mn.us](mailto:james.miles@state.mn.us)

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order Contract, reviewing and approving invoices, resolving disputes related to this Work Order Contract, and for giving or receiving any notices required or permitted by this Work Order Contract.

**Article 8 Termination.**

- 8.1 **Termination by the State or Local Government/Agency.** The Local Government/Agency, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the Local Government/Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2 **Termination for Insufficient Funding.** The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient

to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government/Agency. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government/Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government/Agency notice of the lack of funding within a reasonable time of the State's receiving that notice.

**Article 9 Additional Provisions**

NONE

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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

**MnDOT DISTRICT ENGINEER/ASSISTANT DISTRICT ENGINEER**

(with delegated authority)

Signed:

Title:

Date:

**OTHER PARTY/LOCAL GOVERNMENT/AGENCY**

The Other Party/Local Government/Agency certifies that the appropriate person(s) have executed the contract on behalf of the Other Party/Local Government/Agency as required by applicable articles, bylaws, resolutions or ordinances

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

Title: \_\_\_\_\_

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

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:

**EXHIBIT A**  
**STANDARD TERMS**

**STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES**

1. The Local Government/Agency will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the State's State Aid Division or on the State's website, [www.dot.state.mn.us](http://www.dot.state.mn.us).
2. The Local Government/Agency will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. The Local Government/Agency will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Local Government/Agency to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve the Local Government/Agency from its primary responsibility for performance of the work.

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**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1028594 Work Order No. 04  
 Contract Expiration Date: January 31, 2020  
 SP Number: 8821-320 TH Number: 23, 53, 61, & 194

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount:	\$7,826.17			
<b>Net Earnings Totals:</b>	<b>\$7,826.17</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
<b>1003</b>			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: City of Duluth

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.