

EXHIBIT 1



MnDOT Contract No.: 1028597W01

STATE OF MINNESOTA WORK ORDER UNDER MASTER PARTNERSHIP CONTRACT

State Project (SP) #: 8821-320 **Trunk Highway #:** 23, 53, 61, & 194

Project Description: Duluth Metro Area EVP Signal Revisions Design Engineering

This Work Order Contract is issued under the authority of the 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 Contract 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 April 30, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A is 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 definitions.
 - Construction Administration
 - Emergency Services
 - Professional/Technical Services
 - Roadway Maintenance

Article 3 Scope of Work:

- 3.1 The State will perform services under this Work Order summarized generally as follows: State will acquire a consulting engineer's service for the purpose of creating a detailed plan set for the Duluth Metro Area EVP Signal Revisions at various trunk highway, county and city roadway locations along with specifications and any other documents required for a complete design package for the above mentioned project. Consultant estimated cost not to exceed \$49,605.00 will be split between all agencies based on project Signal Leg Ownership %'s. (Duluth = 60 %). Local Government/Agency's obligation to State based on Local Government/Agency's leg ownership % will not exceed twenty nine thousand seven hundred and sixty three dollars (\$29,763).

Article 4 Items provided or completed by the Local Government/Agency.

- 4.1 The following will be provided or completed by the Local Government/Agency: The City of Duluth 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 these signal systems components. Scoping cost estimated at \$32,609.06 will be split between all agencies based on project Signal Leg Ownership %'s. (MNDOT = 24%). State's total obligation to Local Government/Agency

based on State's leg ownership % will not exceed seven thousand eight hundred twenty six dollars and 17 cents (\$7,826.17).

Article 5 Consideration of Payment:

- 5.1 The Local Government/Agency will pay for all services performed by the State on an actual cost basis.
- 5.2 The balance of Local Government/Agency's obligation to the State, based on the work completed by State and Local Government/Agency under Articles 3 and 4 of this Agreement, is twenty one thousand nine hundred thirty six dollars and eighty three cents (\$21,936.83). The Local Government/Agency's actual compensation and reimbursements to the State for this work order will be invoiced upon State's final project consultant costs and the Local Government/Agency's final scoping costs.

Article 6 Terms of Payment:

- 6.1 The Local Government/Agency will pay the State twenty one thousand nine hundred thirty six dollars and 83 cents (\$21,936.83) upon execution of this work order.
- 6.2 After the work has been completed, at the request of the Local Government/State Agency, the State will submit a signed report, and the signature will attest that the services have actually been performed.
- 6.3 Per Section 7.4 of the Master Partnership Contract;
 - 6.3.1 The Local Government/Agency will pay the State as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.3.2 Payment by the Local Government/Agency.
 - 6.3.2.1 The Local Government/Agency will make payment to the order of the Commissioner of Transportation.
 - 6.3.2.2 IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER AND WORK ORDER NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE MNDOT "INVOICE NUMBER" SHOWN ON THE INVOICE.
 - 6.3.2.3 Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028597W01 and Invoice Number TBD.
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

Article 7 Local Government/Agency's Project Manager:

- 7.1 The Local Government/Agency's Project Manager for this Work Order is:
 - Name: Cari Pedersen
 - Title: City Project Engineer
 - Name of location: City of Duluth
 - Street Address: 411 West 1st Street
 - City, State Zip: Duluth, MN 55802
 - Phone: 218-730-5091
 - Email Address: cpedersen@duluthmn.gov
- 7.2 The Local Government/Agency's Project Manager for this Work Order is responsible for overseeing the Local Government/Agency's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 8 State's Project Manager:

- 8.1 The State's Project Manager, for this Work Order is:
 - Name: James Miles

Title: District 1 Traffic Engineer
Name of location: District 1 - Duluth
Street Address: 1123 Mesaba Ave
City, State Zip: Duluth, MN 55811
Phone: 218-725-2789
Email Address: jim.miles@state.mn.us

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

Article 10 Termination.

- 9.1 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 State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 9.2 Termination for Insufficient Funding. If the State is the Local Government/Agency, 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 10 Additional Provisions

"NONE".

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CITY OF DULUTH

The City of Duluth certifies that the appropriate person(s) have executed the contract on behalf of the City of Duluth as required by applicable articles, bylaws, resolutions or ordinances.

By:

Title:

Date:

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By:

Date:

SWIFT Contract #:

SWIFT PO #:

COMMISSIONER OF TRANSPORTATION

By:

Title: District Engineer or Assistant District Engineer

Date:

COMMISSIONER OF ADMINISTRATION

By:

Title:

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 MnDOT State Aid Division or on the MnDOT website, 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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