

AMENDMENT NUMBER 01 TO MnDOT CONTRACT NUMBER: 1045752

Contract Start Date: March 23, 2021	Original Contract Amount:	\$ 218,680.00
Original Contract Expiration Date: January 21, 2024	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: January 21, 2024	Current Amendment Amount:	\$ 185,603.00
New Contract Expiration Date: March 22, 2026	Total Amended Contract Amount:	\$ 405,283.00

Federal Project Number: NA

State Project Number (SP): 6982-322

Trunk Highway Number (TH): 35

Project Identification: Twin Ports Interchange Cultural Communication

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and City of Duluth Workforce Development acting through its City Council ("Governmental Unit").

RECITALS

1. State has a contract with Governmental Unit identified as MnDOT Contract Number 1045752 ("Original Contract") to provide community liaisons within the Duluth-Superior area that can recommend and facilitate engagement activities with diverse communities including women, African Heritage, Indigenous, Latino-Hispanic and Asian communities.
2. Additional time and budget are needed for this contract to support the Twin Ports Interchange construction project.
3. State and Governmental Unit are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticle 1.2 is amended as follows:

1.2 Expiration Date: This contract will expire on ~~January 21st, 2024~~ **March 22, 2026**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Subarticle 1.4 is amended as follows:

1.4 Exhibits: Exhibits A through C, **A1, B1, and C1** are attached and incorporated into this contract.

REVISION 3. Subarticle 2.2 is amended as follows:

2.2 See Exhibit-A **A1** for additional information on the project tasks and deliverables.

REVISION 4. Subarticle 3.1 is amended as follows:

3.1 Consideration. State will pay for all services performed by the Governmental Unit under this contract as follows:

3.1.1. Compensation.

3.1.1.1 Labor: State will pay the Governmental Unit a Fixed Hourly Rate of \$[55.00] per hour, up to ~~3566.5~~ **6466** hours, not to exceed ~~\$196,160.00~~ **\$355,630.00**.

3.1.1.2 Expenses: The Government Unit will provide meals/snacks **and guest speaker stipends** at community meets. State will reimburse the Governmental Unit up to ~~\$2,904.00~~ **\$9,566.67** for meals/snacks **and guest speaker stipends. The Governmental Unit will provide marketing and outreach**

for community meets. State will reimburse the Governmental Unit up to \$2,333.33 for marketing and outreach.

3.1.1.3 **Administration:** State will pay the Governmental Unit an administrative fee of 10% per year for administrative expenses, not to exceed ~~\$19,616.00~~ **\$37,753.00.**

3.1.2. **Total Obligation.** The total obligation of State for all compensation and reimbursements to the Governmental Unit will not exceed ~~\$218,680.00~~ **\$405,283.00.**

REVISION 5. Subarticle 3.2.1 and 3.2.2 are amended as follows:

3.2.1 Invoices. The Governmental Unit must submit invoices electronically for payment using the format set forth in Exhibit ~~B~~ **B1**. The Governmental Unit will submit invoices for payment **Monthly**.

3.2.2 Progress Reports. The Governmental Unit must submit a monthly progress report, using the format set forth in Exhibit ~~C~~ **C1** showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.

REVISION 6. Subarticle 4.1 is amended as follows:

4.1 State's Authorized Representative will be:

Name/Title: ~~Steven Oswald~~ **Cole Maetzold** - Contract Coordinator

Address: 1123 Mesaba Avenue, Duluth, MN 55811

Telephone: ~~218-404-6376~~ **218-341-8283**

Email: ~~steven.oswald@state.mn.us~~ **cole.a.maetzold@state.mn.us**

State's Authorized Representative, or his/her successor, will monitor Governmental Unit's performance and has the authority to accept or reject the services provided under this contract.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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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:

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) have executed the amendment on behalf of Governmental Unit as required by applicable articles, bylaws or resolutions.

Signed: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:



Twin Ports Interchange Cultural Community Liaisons –Scope of Work

Purpose:

The purpose of this contract is to establish a network of community liaisons within the Duluth-Superior area that can recommend and facilitate engagement activities with diverse communities including women, African Heritage, Indigenous, Latino-Hispanic and Asian communities. Trusted community members can open doors to ensure that engagement with communities is effective and meaningful. State has repeatedly heard the feedback that we are not reaching far enough in these efforts. The Twin Ports Interchange project is a significant project in this region that will invest over \$300 million in the local economy between now and the end of 2024. This creates an opportunity and need to pursue an improved method of cultural communication. The duration of this project also has a time period that can allow flexibility, adaptability and change to improve processes over time.

Goals:

State's stated goals are to increase Disadvantaged (DBE) participation and ensure that the State's diverse population are represented through contractors and workers on State projects. On the Twin Ports Interchange Project, the goals are 5.0% DBE contracting; 9% Women; 12% People of Color; 25 trainees/25,000 hours on the job training.

State's Strategic Operations Plan also has a stated goal to engage customers, listen to understand and balance the diverse needs of all to achieve the best possible outcomes. The cultural community engagement efforts will be used to facilitate State's stated goals by identifying potential forums for community engagement that would best reach each cultural community. These forums would be a starting point for communication with community members about project impacts and opportunities, including small business contracting and employment. The expectation is that these forums would help the community understand how they would engage in planned small business meet and greet events, employment open house events and other activities. Ultimately, this work will lead to discussing opportunities to create contracting relationships with businesses owned by community members and discussing employment and skill development opportunities on construction projects and within State for community members.

In support of State's workforce goals, community liaisons would conduct outreach to women and members of the African Heritage, Indigenous, Latino-Hispanic and Asian communities to discuss career pathways in the trades and identify individuals with interest and aptitude for trades work. Community liaisons would then refer these individuals to union apprenticeships and apprenticeship prep training programs, guide them through the application process, assist in connecting them to work opportunities on the Twin Ports Interchange project, and serve as an ongoing point of contact to assist with training, job placement, and employment retention.

Community liaisons would also represent their respective communities at meetings convened by State and the general contract to review progress toward goals and discuss strategies to ensure goals are met.

Project Information:

The Twin Ports Interchange Project involves replacing the I-35, I-535, T.H. 53 interchange in the Lincoln Park neighborhood in Duluth, Minnesota. This work also includes replacing two structures that carry streams under the roadway infrastructure through the project, the 27th Avenue West Interchange Bridge will be replaced and the I-35 mainline will be replaced from 27th Avenue West to Garfield Avenue. The work is being executed through a Construction Manager/General Contractor (CMGC) contract with a joint venture between Ames Construction and Kramer Construction (AKJV). The project duration will last through 2024 with the majority of the work being completed in 2021-2023.

Governmental Unit Responsibilities:

The Governmental Unit will be responsible for identifying community members or organizations that can act as cultural community liaisons. The Governmental Unit will provide coordination and oversight of the liaisons to meet the following objectives:

1. Work with community liaisons to share information at community events and within community networks; open doors for State staff to attend community events or use community networks to share information; and to recommend ways that State can sponsor community events that will be received by community members to share information.
2. Work with community liaisons to participate in developing State's public engagement plan of activities in a way that each cultural community could be effectively engaged.
3. Provide input in planning employment outreach events so that events are held in manner that considers equity and opportunity in the way that they are executed.
4. Assist in identifying and communicating with DBE firms in the Duluth-Superior area that are currently not certified but have the skills and services that could be used on this project and future projects.
5. Assist non-certified DBE's by providing information and resources necessary to become certified.
6. Attend quarterly project update meetings to provide an update on activities, successes and outcomes and develop strategies to ensure DBE and workforce goals are met.
7. Provide input in development of workforce strategies and tactics to increase diversity in the project's construction workforce.
8. Assist in developing and implementing an outreach plan to diverse jobseekers interested in construction related careers.
9. Host field trips and workshops, and engage in community outreach events, to raise awareness and inspire interest in construction careers, particularly among underrepresented populations
10. Provide hands-on connection and guidance to diverse jobseekers as they navigate training and employment in the construction sector, and work to overcome barriers to employment.
11. Strengthen partnerships with community leaders and organizations that will build a construction workforce and DBE contractors list that more closely mirrors the community racially and ethnically.

12. Assist in planning, hosting, participating and coordinating training workshops and information events.
13. Prepare summary report of all activities and recommendations for improvement.

Performance Measures of Success:

1. The number of events and other opportunities to engage the community in career exploration.
2. The number of individuals engaged in exploring construction careers and/or overcoming barriers to employment.
3. The number and diversity of individuals referred to training programs.
4. The number and diversity of individuals entering apprenticeship programs in the construction trades.
5. The number and diversity of job seekers ultimately employed on the Twin Ports Interchange Project.

State will:

1. Provide a project manager to work directly with community liaisons and participate in engagement activities.
2. Work with general contractor to convene quarterly conversations to monitor progress.
3. Provide information about subcontractors and trades engaged on the project.
4. Ensure General Contractor engages, and encourages subcontractors to engage, with community liaisons and State-sponsored training programs to set up field trips, share employment opportunities, and problem solve barriers to entry into employment.
5. Ensure General Contractor engages subcontractors in training and other actions to create a workplace welcoming of diversity and inclusion.
6. Connect Contractor and community liaisons with State-sponsored training programs.
7. Engage with local apprenticeship prep training programs, assisting with curriculum design, mock interviews, jobsite tours, and other actions.
8. Provide expertise on accessing careers in the highway-heavy building trades.

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INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

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

MnDOT Contract Number: 1045752
 Contract Expiration Date: March 22, 2026
 SP Number: 6982-322 TH Number: 35

Billing Period*: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$405,283.00			
Net Earning Totals:	\$405,283.00			
Total Amount due this invoice:				\$
<i>*If your billing period includes costs to and after June 30, provide a "Billed This Invoice" split of cost through June 30, and costs after.</i>				

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
0028			
Total			

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: _____

Signature: _____

Print Name: _____

Title: _____

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

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

MnDOT Contract No. 1045752
 Contract Expiration Date: March 22, 2026
 SP Number: 6982-322 TH Number: 35

Billing Period: from _____ to _____
 From: City of Duluth Workplace Development

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	*% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
TOTALS:									

***Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

 Contractor's Project Manager

 Date

CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

1. **Purpose of this Checklist:** This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted to MnDOT, however, the “Disclosure of Potential Conflict of Interest” form must be submitted with your signed contract or along with your proposal/letter of interest.
2. **Definition of “Proposer”:** As used herein, the word “proposer” includes both the prime contractor and all proposed subcontractors.
3. **Checklist is not Exclusive:** Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.
4. **Use of the Disclosure Form:** Proposers must complete the attached disclosure and submit it with their proposal/letter of interest (or separately, as directed by MnDOT, for projects not awarded through a competitive solicitation). If the proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MnDOT; however, such a disclosure will not necessarily disqualify a proposer from being awarded a contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MnDOT’s Contract Management personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. MnDOT’s Contract Management personnel may consult with MnDOT’s Project Manager and Department of Administration personnel. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of the Commissioner of Administration.
5. **Material Representation:** Proposers are required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the disclosure. Information provided on the form will constitute a material representation as to the award of this contract. MnDOT reserves the right to cancel or amend the resulting contract if the proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.
6. **Approach to Reviewing Potential Conflicts:** MnDOT recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MnDOT will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MnDOT’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MnDOT. MnDOT would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MnDOT must follow statutory guidance on organizational conflicts of interest.
7. **Statutory Guidance:** Minnesota Statutes §16C.02, subdivision 10(a) places limits on state agencies ability to contract with entities having an “organizational conflict of interest”. For purposes of this checklist and disclosure requirement, the term “vendor” includes “proposer” as defined above. Pursuant to such statute, “organizational conflict of interest” means that because of existing or planned activities or because of relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor’s objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.
8. **Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering:** The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules Part 1805.0300). Subpart 1 of the rule provides “A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest”.

An organizational conflict of interest may exist in any of the following cases:

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer, or its principals, in previous work for the state has provided the final design or related services that are directly related to performance of work required under this contract. **Comment:** this provision will, for example, disqualify a proposer who performed final design for MnDOT and now seeks to provide construction administration services for that same project. MnDOT believes this is necessary because the firm that prepared the plans may be unable to objectively determine plan errors and omissions. This may cause a situation where: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; and (2) the vendor's objectivity in performing the contract work is or might otherwise be impaired.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this Contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a MnDOT project if a local government has also retained the proposer for the purpose of persuading MnDOT to stop or alter the project plans.
- ❑ This contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to this contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the contract when such work involves providing recommendations for right-of-way acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MnDOT employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the proposer being awarded this contract. This item does not apply to pre-existing employment of current or former MnDOT employees, or their immediate family members. **Comment:** this provision is not intended to supersede any MnDOT policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to "inside" information.
- ❑ The proposer has, in previous work for the state, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an "unfair advantage" when such information cannot be provided to other potential proposers. Definitions of "government data", "public data", "non-public data" and "private data" can be found in Minnesota Statutes Chapter 13.
- ❑ The proposer has, in previous work for the state, helped create the "ground rules" for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- ❑ The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

☐ Determined that no potential organizational conflict of interest exists.

☐ Determined that a potential organizational conflict of interest exists, as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

Signature

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MnDOT contract personnel.

Name

Phone