

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

State Project Number (SP):	6982-324	Trunk Highway Number (TH):	35
Project Identification:	Design and Contract Administration for Upgrades to I-35 Tunnel Outfalls.		

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 September 30, 2021, 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 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:
- 3.2.1 Prepare complete plans, and specifications to extend the 3rd Avenue East and 4th Avenue East outfalls (Source Type 1250) approximately 75 feet further into Lake Superior.
- 3.2.2 Prepare complete plans and specifications to grade and provide a rock breakwater at the 2nd Avenue East outfall.
- 3.2.3 Obtain all necessary permits for this work, including but not limited to the United States Army Corps of Engineers, Minnesota Department of Natural Resources (MNDNR), and Minnesota Pollution Control Agency.
- 3.2.4 Perform outreach to notify the public of this work.
- 3.2.5 Let the project.
- 3.2.6 Award the project.

3.2.7 Provide contract administration.

Article 4 Items provided or completed by the State.

4.1 The following will be provided or completed by the State:

4.1.1 Lake Superior Outfalls Design Report, Prepared by AMI Consulting Engineers P.A. November 29, 2018.

Article 5 Consideration of Payment:

5.1 The State will pay for all services performed by the Local Government/Agency on an actual cost reimbursement basis as follows:

5.1.1 The following items will be reimbursable at their actual cost to the Local Government/Agency:

- 5.1.1.1 Materials and supplies reasonably needed to perform the work; and
- 5.1.1.2 Equipment needed to perform the work, at its rental rate as established by the State; and
- 5.1.1.3 Actual and reasonable costs of consultants and contractors engaged to perform the work; and
- 5.1.1.4 Actual salary costs incurred by the Local Government/Agency, at the normal rate of pay plus reasonable and customary labor additives.

5.1.2 The Local Government/Agency must, upon request of the State, provide documentation showing a breakdown of costs claimed for reimbursement.

5.2 The State's total obligation for all compensation and reimbursements to the Local Government/Agency will not exceed \$200,782.00.

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 upon receipt and approval of an invoice for eligible costs. 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, and all required supporting documentation, for review and payment, to the State's Consultant Services Section, at 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: Thomas Johnson; Senior Engineer
Address: 411 West Superior Street, Room 211, Duluth, MN 55802
Telephone: 218-730-5103
E-Mail: tajohnson@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: 218-725-2808
E-Mail: 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: Josie Olson; Project Manager
Address: 1123 Mesaba Avenue, Duluth, MN 55811
Telephone: 218-725-2808
E-Mail: josie.olson@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:

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: _____

MnDOT DISTRICT ENGINEER/ASSISTANT DISTRICT ENGINEER

(with delegated authority)

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

EXHIBIT A
STANDARD TERMS

[THIS EXHIBIT SHOULD BE ATTACHED AND INCORPORATED INTO ALL WORK ORDERS].

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Local Government/Agency will prepare all bid 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.
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: _____% (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 No. 1028597 Work Order No. 5

Billing Period: From _____ to _____

Contract Expiration Date: September 30, 2021

Invoice Date: _____

SP Number: 6982-324 TH Number: 35

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$200,782.00			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$			
Net Earnings Totals:	\$200,782.00			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1250			
Total**			

**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.