

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

**Federal Project Number:** STBG 8824(045)  
**State Project Number (SP):** 8816-3497  
**Trunk Highway Number (TH):** MSAS 109  
**Project Identification:** Architectural History Investigation – Phase I and II

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”), the **City of Duluth**, Address: 411 West First Street, Duluth, MN 55802 (City) and **Mead and Hunt, Inc.**, Address: 2440 Deming Way, Middleton, WI 53719-2700 (“Contractor”). State, City, and Contractor may be referred to jointly as “Parties.”

## Recitals

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1. State is in need of Contractor to complete a Phase I and II Architectural History Investigation for the West Superior Street project located in Duluth, MN.
2. This contract is funded in whole or in part with federal dollars from CFDA #20.205.

**Accordingly, the Parties agree as follows:**

## Contract

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1. **Term of Contract.**
  - 1.1. **Effective date.** This 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 Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
  - 1.2. **Expiration date.** This contract will expire on **August 31, 2024**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
2. **Exhibits.**
  - 2.1. The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:
    - Exhibit A: Contract Terms and Conditions**
    - Exhibit B: Insurance Requirements**
    - Exhibit C: Specifications, Duties, and Scope of Work**
    - Exhibit D: Compensation and Payment**
    - Exhibit E: Budget Details**
    - Exhibit F: Travel Regulations**
    - Exhibit G: Invoice Form**
    - Exhibit H: Progress Report Form**
    - Exhibit I: Contractor Payment Form**
    - Exhibit J: Modifications to the General Terms**
3. **Contractor’s Duties.**

- 3.1. The Contractor, who is not a State employee, will perform all duties described in **Exhibit C** to the satisfaction of the State.

**4. Representations and Warranties.**

- 4.1. State represents and warrants that is empowered by Minnesota Statutes §15.061 and §16C.03, subdivision 3, and other applicable law, to engage such assistance as deemed necessary.
- 4.2. Contractor represents and warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

**5. Time.**

- 5.1. The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

**6. Consideration and Payment.**

- 6.1. The State will pay for performance by the Contractor under this Contract in accordance with **Exhibit D**.

**7. Authorized Representatives.**

- 7.1. The State's Authorized Representative (or their successor or delegate) is:

**Name:** Debbie Anderson  
**Company:** Minnesota Department of Transportation  
**Address:** 395 John Ireland Boulevard, St. Paul, MN 55155  
**Telephone Number:** 651-315-6313  
**E-Mail Address:** [debbie.k.anderson@state.mn.us](mailto:debbie.k.anderson@state.mn.us)

The State's Authorized Representative has the responsibility to monitor the Contractor's performance and the authority to accept or reject the services provided under this contract.

- 7.2. The State's Project Manager (or their successor or delegate) is:

**Name:** Andrew Kurth  
**Company:** Minnesota Department of Transportation  
**Address:** 395 John Ireland Boulevard, St. Paul, MN 55155  
**Telephone Number:** 612-263-5188  
**E-Mail Address:** [andrew.kurth@state.mn.us](mailto:andrew.kurth@state.mn.us)

The State's Project Manager has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

- 7.3. The City's Authorized Representative (or their successor or delegate) is:

**Name:** Alex Popp  
**Company:** City of Duluth  
**Address:** 411 West First Street, Room 240, Duluth, MN 55802  
**Telephone Number:** 218-730-5087  
**E-Mail Address:** [apopp@duluthmn.gov](mailto:apopp@duluthmn.gov)

- 7.4. The Contractor's Authorized Representative (or their successor) is:

**Name:** Emily Pettis  
**Company:** Mead and Hunt, Inc.  
**Address:** 7900 International Drive, Suite 980, Bloomington, MN 55412  
**Telephone Number:** 608-443-0406  
**E-Mail Address:** [emily.pettis@meadhunt.com](mailto:emily.pettis@meadhunt.com)

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

- 7.5. Contractor's key personnel specified by name and title in this Contract will be considered essential to the work being performed. If, for any reason, substitution of a key person becomes necessary, Contractor must provide two weeks' advance written notification of the substitution to State's Authorized Representative, if possible. The written notification must include the proposed successor's name and a resume of the successor's qualifications. State's Authorized Representative will have the right to reject the proposed successor based upon reasonable grounds.

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**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed:  
Date:

**2. CONTRACTOR**

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

Signed: Christina Satterly  
Title: Vice President  
Date: 3/22/23

**3. CITY OF DULUTH**

Signed:  
Date:

**5. DEPARTMENT OF TRANSPORTATION**  
(With delegated authority)

Signed:  
Date:

**6. COMMISSIONER OF ADMINISTRATION**

Signed:  
Date:

1. **Assignment, Amendments, Waiver, Contract Complete, Electronic Records and Signatures.**
  - 1.1. **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.
  - 1.2. **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Contract, or their successors in office.
  - 1.3. **Waiver.** If the State fails to enforce any provision of this Contract, that failure does not waive the provision or State's right to enforce it.
  - 1.4. **Contract Complete.** This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
  - 1.5. **Electronic Records and Signatures.** The Parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
2. **Termination.**
  - 2.1. **Termination for Convenience.** The State or Commissioner of Administration may cancel this Contract at any time, with or without cause. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.
  - 2.2. **Termination for Insufficient Funding.** The State may immediately terminate this Contract 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 addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.
3. **Force Majeure.**
  - 3.1. A "force majeure event" is an event beyond Contractor's reasonable control that prevents Contractor from performing its obligations under this contract. Contractor will use all reasonable efforts to plan for foreseeable force majeure events and to mitigate the duration and consequences of any delay resulting from a force majeure event. Contractor will give State's Authorized Representative prompt notice of the occurrence of any force majeure event and, upon written request from Contractor, State's Authorized Representative and Contractor will negotiate an adjustment to the project schedule of this contract.
4. **Indemnification.**
  - 4.1. In the performance of this Contract, and to the extent permitted by law, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
    - 4.1.1. Intentional, willful, or negligent acts or omissions; or
    - 4.1.2. Actions that give rise to strict liability; or
    - 4.1.3. Breach of contract or warranty.
  - 4.2. The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees. The indemnification obligations of this section do not apply if the claim or cause of action is the result of the State's sole

negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

- 4.3. Nothing within this Contract, whether express or implied, will be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This extends to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

5. **Governing Law, Jurisdiction, and Venue.**

- 5.1. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

6. **Subcontracting and Subcontract Payment.**

- 6.1. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.
- 6.2. After the effective date of the Contract, the Contractor will not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.
- 6.3. The provisions of the Contract will apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract will serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.
- 6.4. Contractor's subcontracts must contain all appropriate terms and conditions of this Contract. Contractor must require subcontractors' invoices to follow the same format and contain the same information as State requires of Contractor. Contractor must submit a copy of all subcontracts exceeding \$10,000.00 to State's Authorized Representative no later than 30 calendar days after executing the subcontract and prior to beginning work under the subcontract. Upon request by State, a copy of any executed subcontract under \$10,000.00 must be sent to State's Authorized Representative.
- 6.5. Contractor must pay its subcontractors in accordance with Minn. Stat. § 16A.1245.

7. **Data Disclosure.**

- 7.1. Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. **Government Data Practices.**

- 8.1. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State. If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify

and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request will comply with applicable law.

9. **Intellectual Property Rights.**

9.1. **Definitions.** For the purpose of this Section, the following words and phrases have the assigned definitions:

- 9.1.1. **"Documents"** are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.
- 9.1.2. **"Pre-Existing Intellectual Property"** means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.
- 9.1.3. **"Works"** means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

9.2. **Ownership.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

9.3. **Pre-existing Intellectual Property.** Each Party will retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

9.4. **Obligations.**

- 9.4.1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- 9.4.2. **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- 9.4.3. **Indemnification.** Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be

responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

**10. Copyright.**

10.1. The Contractor must save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

**11. Contractor's Documents.**

11.1. Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

**12. State Audits.**

12.1. Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

**13. Diverse Spend Reporting.**

13.1. If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

**14. Publicity and Endorsement.**

14.1. **Publicity.** Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.



- 14.2. **Endorsement.** The Contractor must not claim that the State endorses its products or services.
15. **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.**
- 15.1. Contractor certifies that neither it nor its affiliates is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor will provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
16. **Federal Funds.**
- 16.1. **Compliance with Federal Requirements.** Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.
- 16.2. **Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used (or may potentially be used) to pay for all or part of the work under this contract; therefore, this contract is a covered transaction for purposes of 48 Code of Federal Regulations (CFR) Subpart 9.4 and 2 CFR part 180. As such, Contractor, by signing and submitting this contract, certifies that none of Contractor or its affiliates (as defined by 48 CFR 9.403), are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded by the federal government or a federal agency. Contractor is required to comply with this certification throughout the period of this contract. Contractor must include the requirement to comply with 48 CFR 9.403 in any lower tier covered transaction it enters into. The certification in this clause is a material representation of fact relied upon by State. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to State, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
17. **Contingency Fees Prohibited.**
- 17.1. Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
18. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
- 18.1. If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies that it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
19. **Non-discrimination (in accordance with Minn. Stat. § 181.59).**
- 19.1. The Contractor will comply with the provisions of Minn. Stat. § 181.59.
20. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**
- 20.1. For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will

perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

## 21. Affirmative Action Requirements.

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

- 21.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- 21.2. **General.** Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 21.3. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.

### AFFIRMATIVE ACTION FOR DISABLED WORKERS

- 21.3.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - 21.3.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 21.3.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 21.3.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - 21.3.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 21.4. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate

of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

21.5. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**22. Equal Pay Certification.**

22.1. If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

**23. IT Accessibility Standard.**

23.1. Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at:

<https://mn.gov/mnit/government/policies/accessibility/>.

23.2. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. The Standards do not apply to designs, plans, layouts, maps and similar documents. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

23.3. When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

**24. Nonvisual Access Standards.**

24.1. Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and

- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

**25. AASHTOWare Activities.**

- 25.1. For contracts that involve the use of AASHTOWare; AASHTOWare activities conducted by Contractor must adhere to the software license agreement(s) that State has executed with the American Association of State Highway and Transportation Officials (AASHTO). The license agreement and any supplemental agreements can be found on State's Consultant Services website, under the AASHTOWare Access Provisions section, at: <http://www.dot.state.mn.us/consult/consultantcorner.html>.

**26. Title VI/Non-discrimination Assurances.**

- 26.1. Contractor agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Contractor will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Contractor's compliance with this provision. The Contractor must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**27. Telecommunications Certification.**

- 27.1. By signing this agreement, 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), and 2 CFR 200.216, Contractor will not use funding covered by this agreement 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 contract related to this agreement.

**28. Plain Language; Accessibility Standards**

- 28.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

- 28.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, Contractor agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor's

compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Contractor will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**29. Survival of Terms.**

29.1. The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature must survive, will survive.

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**1. Notice to Contractor.**

- 1.1. The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2. Contractor will not commence work under the Contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor will maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.
- 1.3. The failure of the Contractor to provide a Certificate of Insurance for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract, will not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4. The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

**2. Notice to Insurer.**

- 2.1. The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2. Insurance certificate holder should be addressed to the Agency's Authorized Representative.

**3. Additional Insurance Conditions.**

The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1. Contractor's policy(ies) will be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty days advance written notice to the State;
- 3.3. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5. Contractor's policy(ies) must include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

**4. Coverages.**

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- 4.1. **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the Contract. Insurance minimum limits are as follows:
  - \$2,000,000 – per occurrence
  - \$2,000,000 – annual aggregate
  - \$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

- 4.2. **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile. Evidence of Subcontractor insurance must be filed with the Contractor.

- 4.3. **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

- 4.4. **Professional Liability, Errors, and Omissions.** This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance minimum limits are as follows:

- \$2,000,000 - per claim or event
- \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor will so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

**Exhibit B: Insurance Requirements**

The retroactive or prior acts date of such coverage must not be after the effective date of this Contract and Contractor must maintain such insurance for a period of at least three years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

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## **Background**

The State requires a Phase I and Phase II Architectural History Survey for the West Superior Street reconstruction project located in Duluth, MN.

## **Project Tasks**

### **Task 1: Confirm APE**

- 1.1. Contractor will meet with State Cultural Resource Unit (CRU) to re-assess and finalize the preliminary architecture/history APE prior to commencement of the literature search and field survey.
- 1.2. The APE will include the first tier of properties immediately adjacent to West Superior Street and intersecting streets where improvements are proposed.
- 1.3. State will prepare the final APE map.

### **Task 2: Background Research and Historic Context Development**

- 2.1. Contractor will review SHPO files to identify previously recorded sites (focusing in particular outside of the TPI project APE) as well as research gathered for previous projects, including plat maps, aerials, and primary and secondary materials. In addition to online sources, repositories may include:
  - a. Duluth Public Library
  - b. University of Minnesota Duluth Archives
  - c. City of Duluth
  - d. Minnesota Historical Society Library
  - e. SHPO
- 2.2. During the Phase I survey, it is anticipated Contractor will encounter commercial buildings, professional/office buildings, gas and service stations, and industrial buildings. Contractor will develop a historic context to assist with understanding the broader history of the resources identified during field survey.
- 2.3. The context will provide background information on themes related to anticipated survey properties, with sufficient information within which to assess the need for Phase II Evaluations. Anticipated themes include settlement, community development, recreation, religion, ethnic heritage, and transportation. The TPI context will serve as a starting point and will be expanded to cover the area to the west, outside of that project's APE.

### **Task 3: Phase I Survey**

- 3.1. During field review, Contractor will identify buildings, districts, sites, structures, and objects within the APE that will be 50 years of age at the time of the project construction or those that have the potential to possess exceptional significance.
- 3.2. Surveyed properties will be photographed and recorded on individual or multiple property inventory forms (as appropriate) and will be assigned inventory numbers in consultation with SHPO or via MnSHIP. Approximately 65 properties in the APE were surveyed in 2019. Previous SHPO guidance did not require updated inventory forms for properties surveyed within the past ten years if they had not changed in appearance. It is anticipated with the new MnSHIP application that previously surveyed properties that have not changed in appearance will need to be documented with minimal detail in MnSHIP and recorded in a table in the report.
- 3.3. Contractor will conduct site-specific research at local and regional repositories (identified in Task 2) to identify available historical information including the following:
  - a. Construction date
  - b. Ownership
  - c. Historical acreage
  - c. Function for potentially significant properties.
- 3.4. Site-specific research will be used to develop the construction history and property use to assist with assessing potential for significance under the National Register Criteria and recommendations for Phase II evaluations.

**Exhibit C: Specifications, Duties, and Scope of Work**

- 3.5. Contractor will submit Inventory forms to State's CRU for review via MnSHIP.

**Task 4: Phase II Evaluation**

- 4.1 It is anticipated that no more than two resources will be necessary to require a Phase II evaluation to determine National Register eligibility.
- 4.2 Upon confirmation with State's CRU, the 21 individual properties within the West Superior Street Commercial District that were considered individually eligible as a result of the TPI Project will not require a Phase II evaluation for this project.
- 4.3 Contractor will complete an intensive field survey, additional site-specific research, and historic context and property comparison materials to support the Phase II evaluations. As available, property owners will be interviewed for site-specific history. The evaluations will include:
- a. Development of a physical description
  - b. Historic content
  - c. National Register eligibility evaluation
  - d. Period of significance
  - e. Historic boundary
- 4.4 Contractor will incorporate the results of the Phase II Evaluations into the Survey Report.

**Task 5: Prepare Draft and Final Report**

- 5.1 Contractor will complete a draft and final report in accordance with State's CRU Project Requirements and will include the following:
- a. Management summary
  - b. Introduction
  - c. Methods/research design
  - d. Literature search results
  - e. Summary of background research
  - f. Historic context(s)
  - g. Survey results
  - h. Eligibility recommendations
  - i. Bibliography
  - j. Maps
- 5.2. Newly surveyed resources will have an inventory form generated via MnSHIP with the following:
- a. Architectural description
  - b. Photograph(s)
  - c. Brief context
  - d. Statement of significance
  - e. Integrity statement (if significant)
  - f. National Register eligibility recommendation
- 5.3 Contractor will submit the draft report to State electronically for review. Contractor will respond to reviewer's comments and revise the report accordingly.
- 5.4 Contractor will submit the final report in PDF version and project deliverables, including hard copies of the report, and one complete set of inventory forms for transmittal to SHPO, as well as GIS data that meets State's submittal standards.

**Task 6: Project Coordination**

- 6.1. The Contractor will participate in a project kick-off meeting with State to review project scope, schedule, deliverables, and communication protocol. Contractor will discuss the ultimate goals for the project, including any anticipated challenges.

**Exhibit C: Specifications, Duties, and Scope of Work**

- 6.2 Due to the large number of previously surveyed resources in the APE, Contractor will confirm the survey approach and will work with State's CRU to confirm the use of MnSHIP for inventory form production.
- 6.3 Contractor will participate in periodic meetings with State's CRU to review project status, including scope and schedule, address concerns, and discuss recommendations for Phase II evaluations.
- 6.4 Contractor will develop a project-specific Quality Assurance (QA)/Quality Control (QC) Plan and submit to State's CRU for approval prior to commencing fieldwork activities.
- 6.5 Contractor will submit monthly progress reports and invoices in accordance with State's requirements.

**Anticipated Project Schedule and Deliverable Due Dates**

The following is an anticipated summary of the project schedule by task.

<b>Task</b>	<b>Anticipated Schedule</b>	<b>Deliverable</b>
Task 1 – Confirm APE	August 2023	Finalize APE provided by State within 2 weeks of contract execution
Task 2 – Background Research and Historic Context Development	August – December 2023 (Research to be completed by October 2023)	<ul style="list-style-type: none"> <li>• Research summary to be included in September progress report</li> <li>• Draft historic context, to be included in draft report (see Task 5)</li> </ul>
Task 3 – Phase I Survey	August 2023 – February 2023 (Phase I field survey to be completed by October 2023)	<ul style="list-style-type: none"> <li>• Phase I field survey summary, including potential Phase II candidates, to be included in September progress report</li> <li>• Draft Phase I inventory forms by December 2023</li> <li>• State CRU comments on draft Phase I inventory forms by December 2023</li> <li>• Revised Phase I forms by February 2024</li> </ul>
Task 4 – Phase II Evaluations	October 2023 – March 2024	<ul style="list-style-type: none"> <li>• Draft Phase II evaluations by February 2024 (included in draft report)</li> <li>• State comments on draft Phase II evaluations by February 2024</li> <li>• Revised Phase II evaluations in final report by March 2024</li> </ul>
Task 5 – Prepare Draft and Final Report	January – March 2024	<ul style="list-style-type: none"> <li>• Draft report by February 2024</li> <li>• State comments on draft report by February 2024</li> <li>• Final report and deliverables by March 2024</li> </ul>
Task 6 – Project Coordination	Throughout the project	<ul style="list-style-type: none"> <li>• Monthly progress report and invoice</li> <li>• Kick-off meeting summary – contract execution</li> <li>• QAQC Plan – August 2023</li> <li>• Periodic meeting summaries</li> </ul>

1. **Compensation and Payment.**

1.1. **Consideration.** State will pay for all services performed by Contractor under this Contract as follows:

1.1.1. **Compensation.** Contractor will be paid on a Cost Plus Fixed Fee (profit) basis as follows:

Direct Labor Costs:	\$17,125.84
Overhead Costs:	\$29,113.93
Fixed Fee Costs:	\$ 5,086.37
Direct Expense Costs:	\$ 2,835.75

1.1.2. **Overhead Rate.** For all work except drilling, overhead rates are not to exceed MnDOT's Overhead Rate Cap. Drilling rates should be determined by Audit. The overhead rate of **170%** of Direct Salary Costs will be used on a provisional basis, determined by State's Office of Audit, and will not exceed 170%. For the purposes of contract close out, MnDOT Audit will apply the most current MnDOT approved overhead rate to direct labor costs, in years where a MnDOT approved overhead rate is not available.

1.1.3. **Fee.** The fee rate of **11%** of Direct Salary and Overhead Costs will be used. The final fee amount distributed will be capped at 15% of actual Direct Salary and Overhead Costs incurred at the close of the Contract, as determined by MnDOT's Office of Audit.

1.1.4. **Overtime.** State will not pay overtime rates for any overtime worked by Contractor or a subcontractor unless State's Authorized Representative has specifically authorized overtime, in writing. If this contract expressly provides for the use of overtime and includes associated classifications, rates and costs, then this contract will serve as written approval. If those items are not included in the contract, then the Contractor must request and receive written approval from the State's Authorized Representative before performing the overtime. The State's Authorized Representative will maintain the documentation in the contract file.

1.1.5. **Direct Costs.** Allowable direct costs include project specific costs listed in **Exhibit E**. Any other direct costs not listed in **Exhibit E** must be approved, in writing, by State's Authorized Representative prior to expenditure.

1.1.6. **Budget Details.** See **Exhibit E** for budget details on Contractor.

1.1.7. **Travel Expenses.** Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the state of Minnesota unless it has received prior written approval from State for such out of state travel. The state of Minnesota will be considered the home base for determining whether travel is "out of state". See **Exhibit F** for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

1.1.8. **Total Obligation.** State will pay eighty percent of the project costs (up to \$43,329.51). The City will pay twenty percent of the project costs (up to \$10,832.38). The total obligation for all compensation and reimbursements to Contractor under this Contract will not exceed **\$54,161.89**.

1.2. **Payment**

1.2.1. **Invoices.** Contractor must submit invoices electronically for payment, using the format set forth in **Exhibit G**. Contractor will invoice the State and the City directly **On a Monthly Basis**. Invoices will detail the total cost of the project, and also identify the 80% State and 20% City amount due.

1.2.2. **Progress Reports.** Contractor must submit a monthly progress report, using the format set forth in **Exhibit H** showing the progress of work in work hours according to the tasks listed in the Specifications, Duties, and Scope of Work.

1.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than

30 days after receiving Contractor's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Contractor within 10 days of discovering the error. After State receives the corrected invoice, State will pay Contractor within 30 days of receipt of such invoice.

- 1.2.4. **All Invoices Subject to Audit.** All invoices are subject to Audit, at State's discretion.
- 1.2.5. **Invoice Package Submittal.** Contractor must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us) and to the City's Authorized Representative, Alex Popp at [apopp@duluthmn.gov](mailto:apopp@duluthmn.gov). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section and by the City's Authorized Representative.
  - 1.2.5.1. Each invoice must contain the following information: MnDOT Contract Number, Contractor's invoice number (sequentially numbered), Contractor's billing and remittance address, if different from business address, and Contractor's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
  - 1.2.5.2. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.
  - 1.2.5.3. Except for Lump Sum contracts, Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:
    - Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
    - Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.
- 1.2.6. **Subcontractors.** If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.
- 1.2.7. **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this Contract may be paid until State's agency head has reviewed the final product of this Contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this Contract.
- 1.2.8. **Federal Funds.** If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

## 2. **Conditions of Payment.**

- 2.1. All services provided by Contractor under this Contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration

requirements of the Office of the Secretary of State. Contractor will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law.

3. **Contractor Payment Form Requirement.**

- 3.1. Contractors making payments to subcontractors, regardless of their tier or **Disadvantaged Business Enterprise (DBE)** status, are required to complete **Exhibit I**, the "Contractor Payment Form", and submit it 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 Contractor to be withheld. Contractor must submit one copy of this form to State's OCR and one to State's Project Manager, no later than 10 days after receiving a payment from State.

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**Direct Labor Costs**

<b>Task</b>	<b>Classification</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Cost</b>
<b>Confirm APE</b>	Project Manager/Project Historian	4	\$52.35	\$209.40
<b>Background Research and Historic Context Development</b>	Project Manager/Project Historian	4	\$52.35	\$209.40
	Historian II	10	\$32.26	\$322.60
	Historian I	18	\$25.66	\$461.88
	GIS	4	\$33.40	\$133.60
	Tech Editor/Admin Assistant	2	\$30.57	\$61.14
<b>Phase I Architecture History Survey</b>	Project Manager/Project Historian	4	\$52.35	\$209.40
	Historian II	76	\$32.26	\$2,451.76
	Historian I	136	\$25.66	\$3,489.76
	GIS	8	\$33.40	\$267.20
	Tech Editor/Admin Assistant	24	\$30.57	\$733.68
<b>Phase II Evaluations</b>	Project Manager/Project Historian	8	\$52.35	\$418.80
	Historian II	48	\$32.26	\$1,548.48
	Historian I	128	\$25.66	\$3,284.48
	GIS	6	\$33.40	\$200.40
	Tech Editor/Admin Assistant	8	\$30.57	\$244.56
<b>Prepare Draft and Final Report</b>	Project Manager/Project Historian	6	\$52.35	\$314.10
	Historian II	10	\$32.26	\$322.60
	Historian I	16	\$25.66	\$410.56
	GIS	8	\$33.40	\$267.20
	Tech Editor/Admin Assistant	10	\$30.57	\$305.70
<b>Project Coordination and Meetings</b>	Project Manager/Project Historian	16	\$52.35	\$837.60
	Historian II	2	\$32.26	\$64.52
	Historian I	2	\$25.66	\$51.32
	Tech Editor/Admin Assistant	10	\$30.57	\$305.70
<b>Total Direct Labor Costs:</b>				<b>\$17,125.84</b>
<b>Overhead Rate Costs @ 170%:</b>				<b>\$29,113.93</b>
<b>Fixed Fee Rate Costs @ 11%:</b>				<b>\$5,086.37</b>

**Direct Expense Costs - (Actual Costs - Must Provide Documentation)**

<b>Description</b>	<b>Units</b>	<b>Unit Rate</b>	<b>Cost</b>
Parking	2	\$6.00	\$12.00
Mileage	2100	\$0.655	\$1,375.50
Copies/Scans	225	\$0.25	\$56.25
Travel			\$1,392.00
<b>Total Direct Expenses</b>			<b>\$2,835.75</b>

**TOTAL CONTRACT AMOUNT: \$54,161.89**

**MINNESOTA DEPARTMENT OF TRANSPORTATION**  
**2021-2023 Commissioner’s Plan Reimbursement Rates for Travel Expenses\***

<b>Subject</b>	<b>Conditions/Mileage</b>	<b>Rate</b>
Personal Car	(1)	Federal IRS reimbursement rate
Commercial Aircraft	(2)	Actual cost
Personal Aircraft	(1)	Federal IRS reimbursement rate
Rental Car	(2)	Actual cost
Taxi	(3)	Actual cost
<b>Subject</b>	<b>Meals</b>	<b>Rate</b>
Breakfast	(1) (5) (7)	\$10.00
Lunch	(1) (5) (7)	\$13.00
Dinner	(1) (5) (7)	\$19.00
<b>Subject</b>	<b>Lodging</b>	<b>Rate</b>
Motel, Hotel, etc.	(2) (4) (6)	Actual cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00 each week
Telephone, Personal	(1)	As of July 1, 2022, no reimbursement of costs

**Travel Status**

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day or away from home overnight.
- In travel status after 7 p.m. for supper expense that day or is away from home overnight.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

**Restrictions**

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, Standard card size, and standard room.)
  - a. Lodging costs should be reasonable and consistent with facilities available.
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of stay.
5. The gratuity is included in the maximum cost.
6. To be in Travel Status and at a commercial lodging.
7. Meal reimbursements for high-cost localities as identified by the IRS, the maximum reimbursement will be Breakfast \$12.00, Lunch \$15.00, and Dinner \$23.00.

\*The above expense rates are based on the 2021-2023 Commissioner’s Plan contract and are subject to change with subsequent contract updates.



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 Number: 1053870

Contract Expiration Date: August 31, 2024

SP Number: 8816-3497 TH Number: MSAS 109

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)	\$17,125.84			
2. Overhead Costs: Rate = 170% (Direct Labor*Overhead Rate)	\$29,113.93			
3. Fixed Fee (Profit) Costs: Rate = 11% (Fixed Fee = \$ * Percent Complete)	\$5,086.37			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$2,835.75			
<b>Net Earning Totals:</b>	<b>\$</b>			
<b>Total Amount due this invoice:</b>				<b>\$</b>

*\*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.*

State's 80% Portion: \_\_\_\_\_

City's 20% Portion: \_\_\_\_\_

**Contractor: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
<b>Total</b>			

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: **Mead and Hunt, Inc.**

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

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

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

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

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. 1053870  
 Contract Expiration Date: August 31, 2024  
 SP Number: 8816-3497 TH Number: MSAS 109

Billing Period: from \_\_\_\_\_ to \_\_\_\_\_  
 From: Mead and Hunt, Inc.

Task	% of Total Contract					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
Confirm APE						4			
Background Research & Historic Context Development						38			
Phase I Survey						248			
Phase II Evaluations						198			
Prepare Draft & Final Report						50			
Project Coordination & Meetings						30			
<b>TOTALS:</b>	<b>100</b>					<b>568</b>			

**\*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

<b>State Project Number:</b>	<b>Payment Reporting Period:</b>	<b>to</b>	<b>Prime Contractor:</b>
<b>Invoice Number:</b>	<b>Date Paid by State:</b>		<b>Subcontractor:</b>

**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 [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

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

(This form may be submitted in an alternate format)

**Contractor Payment Form Instructions:**

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

*If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073*

1. The following modifications are being made to the general terms and conditions of the contract.

**1.1 Exhibit B Insurance Requirements is modified as follows:**

1.1. Article 4.4 is modified as follows: This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance minimum limits are as follows:

- \$2,000,000 - per claim or event
- \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed ~~\$50,000~~ **\$1,000,000** without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor will so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage must not be after the effective date of this Contract and Contractor must maintain such insurance for a period of at least three years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

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