

STATE OF MINNESOTA  
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

**Federal Project Number:** STPF-TA 3920(085)  
**State Project Number (SP):** 118-090-024  
**Project Identification:** Phase II Architectural History Evaluation

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”), the **City of Duluth**, Address: **411 West 1<sup>st</sup> Street, Duluth, Minnesota 55802** (“City”), and **Deco Cultural Services, LLC**, a Limited Liability Company, Address: **207 4<sup>th</sup> Avenue North, South St. Paul, Minnesota 55075** (“Contractor”).

**RECITALS**

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1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. State is in need of Contractor to conduct a Phase II architectural history evaluation for the Lakewalk Trail Project in Duluth, Minnesota.
3. This contract is funded in whole or in part with federal dollars from CFDA #20.205.
4. Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of State.

**CONTRACT TERMS**

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- 1. Term of Contract, Survival of Terms and Incorporation of Exhibits**
  - 1.1 Effective Date:** This contract will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2. **Contractor must not begin work under this contract until this contract is fully executed and Contractor has been notified by State’s Authorized Representative to begin the work.**
  - 1.2 Expiration Date:** This contract will expire on **June 30, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.3 Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 8. Indemnification, Standard of Care, Liability for Work and Deliverable Standards; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.
  - 1.4 Exhibits:** Exhibits A through E are attached and incorporated into this contract.
- 2. Contractor’s Duties**
  - 2.1** Contractor, who is not a state employee, will perform the tasks and provide the deliverables described in Exhibit A.
- 3. Time**
  - 3.1** Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence. Contractor will perform its duties as expeditiously as is consistent with professional care and skill and the orderly progress of the project. If Contractor fails to substantially perform its duties by the time fixed for the completion of the work, State may immediately terminate this contract. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to a “force majeure event” including acts of God, acts of the public enemy, unusually severe weather, or acts of governmental authorities.
- 4. Consideration and Payment**
  - 4.1 Consideration.** State will pay for all services performed by Contractor under this contract as follows:
    - 4.1.1 Compensation.** Contractor will be paid on a Fixed Hourly Rate basis as follows:

**Direct Labor Costs**

<b>Task</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Cost</b>
Research	60	\$100.00	\$6,000.00
Fieldwork	10	\$100.00	\$1,000.00
Report	66	\$100.00	\$6,600.00

**Total Direct Labor Costs** **\$13,600.00**

**Direct Expense Costs**

<b>Description</b>	<b>Units</b>	<b>Unit Rate</b>	<b>Cost</b>
Mileage	500	\$0.58	\$290.00
Parking	1	\$20.00	\$20.00
Copies	1	\$50.00	\$50.00
Lodging	1	\$150.00	\$150.00
Meals	1	\$36.00	\$36.00

**Total Direct Expense Costs** **\$546.00**

\* Labor Rate includes direct labor, overhead and profit

- 4.1.2 **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.
- 4.1.3 **Direct Costs.** Allowable direct costs include project specific costs listed above. Any other direct costs not listed above must be approved, in writing, by State's Authorized Representative prior to expenditure.
- 4.1.4 **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. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit B for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.1.5 **Total Obligation.** State will pay eighty percent of the project costs (up to \$11,316.80). The City will pay twenty percent of the project costs (up to \$2,829.20). The total obligation for all compensation and reimbursements to Contractor under this contract will not exceed **\$14,146.00**.

**4.2 Payment**

- 4.2.1 **Invoices.** Contractor must submit invoices electronically for payment, using the format set forth in Exhibit C, on a monthly basis. Contractor will invoice State and City directly. Invoices will detail the total cost of the project, and also identify the 80% State and 20% City amount due.
- 4.2.2 **Progress Reports.** Contractor must submit a monthly progress report, using the format set forth in Exhibit D showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 4.2.3 **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.
- 4.2.4 **All Invoices Subject to Audit.** All invoices are subject to Audit, at State's discretion.

- 4.2.5 **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). 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.
- 4.2.5.1 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.
- 4.2.5.2 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.
- 4.2.5.3 Except for Lump Sum contracts, Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:
- 4.2.5.3.1 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
- 4.2.5.3.2 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.
- 4.2.6 **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.
- 4.2.7 **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.
- 4.2.8 **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.

## 5. Conditions of Payment

- 5.1 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.

## 6. Authorized Representatives

- 6.1 **State's Authorized Representative.** State's Authorized Representative will be:

Name: Ashley Duran, Contract Administrator  
 Address: Minnesota Department of Transportation  
 Consultant Services Unit, Mail Stop 680  
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
 Telephone: 651-366-4627  
 E-Mail: [ashley.duran@state.mn.us](mailto:ashley.duran@state.mn.us)

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

**6.2 State's Project Manager.** State's Project Manager will be:

Name: Renee Barnes, Historian  
 Address: Minnesota Department of Transportation  
 Cultural Resources Unit, Mail Stop 620  
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
 Telephone: 651-366-4291  
 E-Mail: [renee.barnes@state.mn.us](mailto:renee.barnes@state.mn.us)

State's Project Manager, or his/her successor, 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.

**6.3 County's Authorized Representative.** County's Authorized Representative will be:

Name: Patrick Loomis, Project Engineer  
 Address: City of Duluth  
 411 West 1<sup>st</sup> Street, Duluth, Minnesota 55802  
 Telephone: 218-730-5094  
 E-Mail: [ploomis@duluthmn.gov](mailto:ploomis@duluthmn.gov)

**6.4 Contractor's Authorized Representative.** Contractor's Authorized Representative will be:

Name: Andrea Pizza, Principal  
 Address: Deco Cultural Services, LLC  
 207 4<sup>th</sup> Avenue North, South St. Paul, Minnesota 55075  
 Telephone: 651-276-9446  
 E-Mail: [andrea@decocultural.com](mailto:andrea@decocultural.com)

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

**7. Assignment, Amendments, Waiver and Contract Complete**

- 7.1 **Assignment.** Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of 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.
- 7.2 **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 the original contract, or their successors in office.
- 7.3 **Waiver.** If State fails to enforce any provision of this contract, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4 **Contract Complete.** This contract contains all prior negotiations and agreements between State and Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**8. Indemnification, Standard of Care, Liability for Work and Deliverable Standards**

- 8.1 **Indemnification.** In the performance of this contract by Contractor, or Contractor's agents or employees, Contractor must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Contractor's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Contractor may have for State's failure to fulfill its obligation pursuant to this contract.
- 8.2 **Standard of Care.** In the performance of its professional services, Contractor will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the state of Minnesota.

- 8.3 **Liability for Work.** Contractor will be responsible for any damages incurred as a result of its failure to comply with the standard of care or other failure to comply with contract requirements, and for any loss or cost to repair or remedy such non-compliance, however, Contractor will not be liable for consequential or punitive damages, including but not limited to those arising from, loss of use, loss of profits or revenue, loss of financing commitments or fees or the cost of capital. State acknowledges its duty to mitigate damages.
- 8.4 **Deliverable Standards.** All services provided by the Contractor pursuant to this contract, which do not meet the requirements of this Article 8.4, will be considered defective work. All services provided by Contractor pursuant to this contract must be in accordance with (1) the requirements and specifications set forth in this contract; (2) the required standard of care; (3) applicable state and federal standards, specifications, policies and practices; and (4) applicable federal, state, and local, laws, ordinances, rules, and regulations.
- 8.4.1 **Rejection and Correction of Defective Work.** State has the authority to reject services that do not meet the requirements of the contract. Contractor will be responsible for promptly making such revisions, repairs or corrections to its work and deliverables as are necessary to meet the contract requirements. Such revisions, repairs and corrections will be made without additional compensation.
- 8.4.2 **No Waiver.** Acceptance of Contractor's services by State is not a waiver of any provision of this contract and does not relieve Contractor of the responsibility for correcting a subsequently- discovered failure to conform to the requirements of the contract.
- 8.4.3 **Effect of Acceptance.** It is understood by the parties that State will rely on the professional performance and ability of Contractor. Any examination by State or the federal government, or any acceptance or use of the work product of Contractor, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of Contractor which would relieve Contractor from any liability or expense that could be connected with Contractor's sole responsibility for the propriety and integrity of the professional work to be accomplished by Contractor pursuant to this contract.
- 8.4.4 **Consultation Concerning Deliverables.** Contractor must, at no additional cost to State, confer with State at any time during construction or any phase of work performed by others based on deliverables provided by Contractor, when necessary for the purpose of interpreting or clarifying such deliverables. Contractor must give immediate attention to these requests so there will be minimal delay to the construction or other work as referenced. State will notify Contractor of any request for interpretation, clarification or correction. Notification may be in writing, or by telephone and confirmed in writing. Contractor must respond to such notice within three business days and must promptly perform the necessary services to minimize any delays to State. Contractor may be required to make a field review of the project site, if directed by State's Authorized Representative, and Contractor may be required to send personnel to the appropriate State district office as part of performing the necessary services.
- 8.4.5 **Subsequent Corrections.** If State determines that additional field or office work may be required due to Contractor's failure to comply with the contract requirements and the standards set forth in this Article 8, then Contractor must perform such additional work as may be necessary to bring the work into compliance with such requirements and standards. Contractor must prepare any and all plans or data needed to correct its deliverables without additional compensation, even though Contractor may already have received final payment. Contractor must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.
- 8.4.6 **Reliance on State-Furnished Data.** The parties understand and agree that Contractor must rely on documents, drawings, specifications and studies provided to Contractor by State and others on its behalf in making its opinions of conformity to specifications and standards. Contractor will not be entitled to rely on such documents, drawings or specifications that Contractor knows to be incorrect or incomplete, unless it has first brought such concerns to the attention of State and has been directed to proceed notwithstanding such concerns.

## 9. State Audits

- 9.1 Under Minnesota Statutes §16C.05, subdivision 5, Contractor's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by State, State's Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the expiration date of this contract.

## 10. Government Data Practices and Intellectual Property

10.1 **Government Data Practices.** Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Contractor or State. If Contractor receives a request to release the data referred to in this Clause, Contractor must immediately notify State and consult with State as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

### 10.2 Intellectual Property Rights

10.2.1 **Intellectual Property Rights.** 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. "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 Contractor, its employees, agents and subcontractors, either individually or jointly with others in the performance of this contract. Works includes Documents. "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 Contractor, its employees, agents or subcontractors, in the performance of this contract. The Documents will be the exclusive property of State, and Contractor upon completion or cancellation of this contract must immediately return all such Documents to State. 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." Contractor assigns all right, title and interest it may have in the Works and the Documents to State. Contractor must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### 10.2.2 Obligations

10.2.2.1 **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 Contractor, including its employees and subcontractors, in the performance of this contract, Contractor will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and disclosure thereon.

10.2.2.2 **Representation.** 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 State and that neither Contractor nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. 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. Notwithstanding Clause 8, Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Contractor's expense, from any action or claim brought against 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. 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 Contractor's or State's opinion is likely to arise, Contractor must, at State's discretion, either procure for 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 State will be in addition to and not exclusive of other remedies provided by law.

## 11. Workers' Compensation

11.1 Contractor certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way State's obligation or responsibility.

## 12. Publicity and Endorsement

- 12.1 **Publicity.** Any publicity regarding the subject matter of this contract must identify State as the sponsoring agency and must not be released without prior written approval from State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.
- 12.2 **Endorsement.** Contractor must not claim that State endorses its products or services.

## 13. Governing Law, Jurisdiction and Venue

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

## 14. Data Disclosure

- 14.1 Under Minnesota Statutes §270C.65, and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to 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 Contractor to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

## 15. Subcontractors

### 15.1 Subcontracts

- 15.1.1 If Contractor is authorized by State to use, or uses, any subcontractors, Contractor will be responsible for coordinating and managing the work of such subcontractors. The use of subcontractors does not relieve Contractor from its obligation to perform the services specified in this contract.
- 15.1.2 Contractor's subcontracts must contain all appropriate terms and conditions of this contract, including Articles 1, 2, 4, 5, 6 and 9 of this Contract as they apply to the subcontractor.
- 15.1.3 Contractor must require subcontractors' invoices to follow the same format and contain the same information as set forth in Article 4.
- 15.1.4 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.

### 15.2 Payment to Subcontractors

- 15.2.1 (If applicable) As required by Minnesota Statutes §16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of payment from State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

## 16. Termination and Suspension

- 16.1 **Termination by State.** State or the Commissioner of Administration may terminate this contract at any time. Upon termination, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2 **Termination for Insufficient Funding.** 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 covered here. Termination must be by written notice to Contractor. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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. State must provide Contractor notice of the lack of funding within a reasonable time of

State's receiving that notice.

- 16.3 **Suspension.** State may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by Contractor during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**17. Affirmative Action Requirements for Contracts in Excess of \$100,000.00 and Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

INTENTIONALLY OMITTED

**18. Insurance Requirements**

- 18.1 **Insurance Certificates and Continuity of Coverage Required.** Contractor must not commence work under this contract until Contractor has obtained all of the insurance required below and State has been provided with a certificate of insurance showing that Contractor has each type of coverage and limits required under this contract. Contractor must file the certificate with State's Authorized Representative within 30 days after execution of this contract and prior to commencing any work under this contract. Contractor must maintain such insurance in full force and effect throughout the term of this contract.

- 18.2 **Required Insurance.** Contractor must maintain and furnish satisfactory evidence of the following insurance policies:

18.2.1 **Workers' Compensation Insurance:** 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 of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- \$100,000.00 – Bodily Injury by Disease per employee
- \$500,000.00 – Bodily Injury by Disease aggregate
- \$100,000.00 – Bodily Injury by Accident

If Minnesota Statutes §176.401 exempts Contractor from Workers' Compensation insurance requirements or if the Contractor has no employees in the State of Minnesota, 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 performing this contract, Contractor becomes eligible for Workers' Compensation Insurance, Contractor must comply with the Workers' Compensation Insurance requirements of this section and provide State with a certificate of insurance showing such coverage.

18.2.2 **Commercial General Liability Insurance:** Contractor must 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 this contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor pursuant to this Contract. Insurance minimum limits are as follows:

- \$2,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate – 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



- 18.2.3 **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting Contractor 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 provide Commercial Automobile Liability. Insurance minimum limits are as follows:
- \$2,000,000.00 – 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

- 18.2.4 **Professional/Technical, Errors and Omissions and/or Miscellaneous Liability Insurance:** Contractor must maintain insurance providing coverage for all claims Contractor is legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to Contractor's professional services performed under this contract. Unless otherwise specified within this contract, Contractor is required to carry the following minimum limits:
- \$2,000,000.00 – per claim
  - \$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of Contractor and may not exceed \$50,000.00 without the written approval of State. If Contractor desires State's approval to have a higher deductible amount, Contractor must make such request in writing, specifying the amount of the desired deductible and providing financial statements, acceptable to State, to enable State to ascertain Contractor's ability to cover the deductible from its own resources. State will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act. The retroactive or prior acts date of such coverage must not be after the effective date of this contract and Contractor must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained to fulfill this requirement.

18.2.5 **Additional Insurance Conditions:**

- 18.2.5.1 Contractor's policies will be primary insurance to any other valid and collectible insurance available to State with respect to any claim arising out of Contractor's performance under this contract;
- 18.2.5.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the state of Minnesota 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 30 days advance written notice to the state of Minnesota.
- 18.2.5.3 Contractor is responsible for payment of contract related insurance premiums and deductibles;
- 18.2.5.4 If Contractor is self-insured, a Certificate of Self-Insurance must be provided to State;
- 18.2.5.5 Contractor's policies must include legal defense fees in addition to its liability policy limits, with the exception of Article 18.2.4 above;
- 18.2.5.6 Contractor will obtain insurance policies from insurance companies having an "AM BEST" rating of "A minus", a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota; and
- 18.2.5.7 An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this contract.

- 18.3 **Right to Terminate.** State reserves the right to immediately terminate the contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be open to inspection by State and copies of policies must be submitted to State's Authorized Representative upon written request.

**19. Discrimination Prohibited by Minnesota Statutes §181.59**

19.1 Contractor will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**20. E-Verify Certification (In accordance with Minnesota Statutes §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 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 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 State upon request.

**21. Plain Language; Accessibility Standards**

21.1 **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.

21.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, Contractor agrees to comply with the State of Minnesota’s Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stnd_State_Accessibility.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.

**22. Certification of Nondiscrimination (in accordance with Minnesota Statute §16C.053)**

22.1 For services valued in excess of \$50,000, Contractor certifies 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 Contractor’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.

**23. AASHTOWare Activities**

23.1 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>.

**24. Additional Provisions**

24.1 **Contractor Payment Form Requirement.** Contractors making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, are required to complete Exhibit E, 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.

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**DEPARTMENT OF TRANSPORTATION**

(with delegated authority)

Signed:

Title:

Date:

**CONTRACTOR**

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

Signed: *Anton C. Pizja* Deco Cultural Services LLC

Title: Chief Manager

Date: September 9, 2019

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:

**CITY**

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

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

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

***THIS ENTIRE SCOPE OF WORK FALLS UNDER SOURCE TYPE 1071***

**PROJECT BACKGROUND**

Contractor will conduct a Phase II architectural history evaluation for the Lakewalk Trail Project in Duluth, Minnesota. Andrea Pizza will serve as Contractor's Principal Investigator. This Phase II evaluation will assess the National Register of Historic Places (National Register) individual eligibility of the Brighton Beach Tourist Camp (SL-DUL-2328) (Camp), previously inventoried as a contributing element of the historic Skyline Parkway and through which the proposed project will run, and the Brighton Beach Fireplace/Shelter (SL-DUL-3132) (Shelter), a separately inventoried element of the park proximate to the proposed trail. This scope of work is for conducting Phase II evaluation on ONLY the Camp and Shelter require Phase II evaluation.

**PROJECT TASKS**

**Task 1: Research**

Contractor will carry out intensive research at the Minnesota Historical Society library; the University of Minnesota libraries, including the Kathryn A. Martin Archives & Special Collections at Duluth; the Minnesota State Historic Preservation Office (SHPO), and online, through such sites as Minnesota Reflections. Research may also be conducted at the St. Louis County Historical Society or other repositories, if it is determined that relevant resources may be housed there. Contractor will use this research to develop an in-depth property history and detailed historic contexts that will frame the significance evaluation of the properties. Additionally, the research will attempt to locate information on comparative tourist-camp properties in Duluth, to assess the relative significance and integrity of the Camp and Shelter with regard to their contextual associations.

**Task 2: Fieldwork**

Contractor will intensively document the properties through field notes and digital photography. All survey work will follow the SHPO's *Historic and Architectural Survey Manual* and *State's Cultural Resources Unit Project and Report Requirements*. Research conducted at the Martin Archives and if needed, the St. Louis County Historical Society, will occur in combination with the fieldwork mobilization.

**Task 3: Reporting**

Contractor will prepare a technical report that describes the project area and the project methods and results, inclusive of property history, historic contexts, and significance and integrity evaluations. The report will provide recommendations regarding the Camp and the Shelter. Updated Minnesota Individual Property Inventory Forms will be prepared for both properties. Geographic Information System (GIS) deliverables will be provided per the *State's Cultural Resources Unit Project and Report Requirements*.

Contractor will NOT delivery hard copies of the report; Contractor will provide an Adobe® (.pdf) version of the report to State and the City for distribution needs.

**PROJECT SCHEDULE**

Contractor will begin work on this project immediately upon receipt of notice to proceed. The following schedule has been developed based on a notice to proceed of September 2019.

Task	Timeline
Initiate Research	No later than October 1, 2019
Complete Phase II Fieldwork	No later than October 31, 2019
Submittal of Draft Technical Report	No later than December 4, 2019
Submittal of Final Technical Report	Two weeks after receipt of comments on draft

***THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK***

**Minnesota Department of Transportation  
Reimbursement Rates for Travel Expenses**

<b><u>Subject</u></b>	<b><u>Conditions/Mileage</u></b>	<b><u>Rate</u></b>
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost
	<b><u>Meals</u></b>	
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person
	<b><u>Lodging</u></b>	
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

**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.
- In travel status after 7 p.m. for supper expense that day.
- 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 car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

**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](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1035319

Contract Expiration Date: June 30, 2020

SP Number: 118-090-024

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)	\$13,600.00			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$546.00			
<b>Net Earnings Totals:</b>	<b>\$14,146.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
<b>1071</b>			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

State's 80% Portion: \_\_\_\_\_  
City's 20% Portion: \_\_\_\_\_

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: **Deco Cultural Services, LLC** \_\_\_\_\_

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. 1035319

Billing Period: from \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2020

SP Number: 118-090-024

From: Deco Cultural Services, LLC

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
Research	44%					60			
Fieldwork	7%					10			
Report	49%					66			
<b>TOTALS:</b>	<b>100%</b>					<b>136</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? (indicate)</b>	<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</b>	<b>(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*