

**MINNESOTA DEPARTMENT OF TRANSPORTATION
JOINT POWERS CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Federal Project Number: 1535(005)

State Project Number (SP): 6981-26

Trunk Highway Number (TH): 535

Project Identification: Blatnik Bridge Community Liaisons

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

Recitals

1. Minnesota Statutes sections 15.061 and 471.59 authorize State and Governmental Unit to enter into this Contract.
2. State is in need of assistance establishing a network of community liaisons within the Duluth-Superior area to recommend and facilitate engagement activities with youth and adults.
3. This Contract is funded in whole or in part with federal dollars from CFDA #20.205.
4. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of State.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract; Survival of Terms; Incorporation of Exhibits**
 - 1.1. **Effective Date:** This Contract will be effective on the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2. The Governmental Unit must not begin work under this Contract until this Contract has been fully executed and the Governmental Unit has been notified by State’s Authorized Representative to begin work.
 - 1.2. **Expiration Date:** This Contract will expire on June 30, 2031, 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: Indemnification; State Audits; Government Data Practices; Intellectual Property Rights; and Jurisdiction and Venue.
 - 1.4. **Exhibits:** Exhibits A through D are attached and incorporated into this Contract.
2. **Scope of Work and Deliverables**
 - 2.1. The Governmental Unit will complete the duties and provide the deliverables listed in Exhibit A.
3. **Payment**
 - 3.1. **Consideration.** State will pay for all services performed by the Governmental Unit under this Contract as follows:
 - 3.1.1. **Compensation**
 - 3.1.1.1 **Labor:** State will pay the Governmental Unit a Fixed Hourly Rate of \$55.00 per hour, up to 7227 hours, not to exceed \$397,500.00.

3.1.1.2 **Expenses:** The Government Unit will provide food for events/meetings, marketing and outreach, guest speakers, and transportation. State will reimburse the Government Unit up to \$21,750.00.

3.1.1.3 **Administration:** State will pay the Governmental Unit an administrative fee of 10% per year for administrative expenses, not to exceed \$46,580.00.

3.1.2. **Total Obligation.** The total obligation of State for all compensation and reimbursements to the Governmental Unit will not exceed \$465,830.00.

3.2. Terms of Payment

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

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

3.2.3. **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 the Governmental Unit's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the Governmental Unit within 10 days of discovering the error. After State receives the corrected invoice, State will pay the Governmental Unit within 30 days of receipt of such invoice. State reserves the right to audit all invoices, at State's discretion.

3.2.4. **Invoice Package Submittal.** The Governmental Unit 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. 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.

- i. Each invoice must contain the following information: MnDOT contract Number, the Governmental Unit invoice number (sequentially numbered), the Governmental Unit billing and remittance address, if different from business address, and the Governmental Unit 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.
- ii. 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 the Governmental Unit. Supporting documentation must be provided in a manner that corresponds to each direct cost.
- iii. Except for Lump Sum contracts, the Governmental Unit must provide, upon request of State's Authorized Representative, the following supporting documentation:
- iv. 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
- v. 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.

3.2.5. **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 has reviewed the final product of this Contract. The balance due will be paid when State determines that the Governmental Unit has satisfactorily fulfilled all the terms of this Contract.

3.2.6. **Federal funds.** If federal funds are used, the Governmental Unit is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Governmental Unit's failure to comply with federal requirements.

4. **Authorized Representatives**

4.1. State's Authorized Representative will be:

Name/Title: Cole Maetzold
Address: 1123 Mesaba Avenue, Duluth MN, 55811
Telephone: 218-341-8283
E-Mail: cole.a.maetzold@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.

4.2. State's Project Manager will be:

Name/Title: Patrick Huston
Address: 1123 Mesaba Avenue, Duluth MN, 55811
Telephone: 218-348-9902
E-Mail: patrick.huston@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.

4.3. The Governmental Unit's Authorized Representative will be:

Name/Title: Elena Foshay
Address: 402 West First Street, Duluth MN, 55802
Telephone: 218-302-8400
E-Mail: workforcedevelopment@duluthmn.gov

5. **Assignment, Amendments; Waiver; Electronic Signatures; Contract Complete**

- 5.1. **Assignment.** The Governmental Unit 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.
- 5.2. **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.
- 5.3. **Waiver.** If State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to subsequently enforce it.
- 5.4. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures, which will be deemed an original signature, and converting original documents to electronic records.
- 5.5. **Contract Complete.** This Contract contains all negotiations and contracts between State and the Governmental Unit. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

6. **Indemnification**

- 6.1. In the performance of this Contract, the Indemnifying Party 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 the Indemnifying Party's:
- i. Intentional, willful, or negligent acts or omissions;
 - ii. Actions that give rise to strict liability;
 - iii. Breach of contract or warranty; or
 - iv. Breach of the applicable standard of care.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. 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 the Governmental Unit may have for State's failure to fulfill its obligation pursuant to this Contract.

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

7. **State Audits.**

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

8. **Government Data Practices**

- 8.1. The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (or, if the state contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time), 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 the Governmental Unit 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 the Governmental Unit or State.
- 8.2. If the Parties receive a request to release the data referred to in this clause, the Parties shall make a good faith effort to notify and consult with the other Party on what is Public Data and how to respond to the request. The Parties responses to requests must comply with applicable law.

9. **Intellectual Property Rights**

- 9.1. **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 the Governmental Unit, 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 the Governmental Unit, its employees, agents or subcontractors, in the performance of this Contract. The Documents will be the exclusive property of State and the Governmental Unit 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.” The Governmental Unit assigns all right, title and interest it may have in the Works and the Documents to State. The Governmental Unit must, at the request of State, execute all papers and perform all other acts necessary to transfer or record State’s ownership interest in the Works and Documents

9.2. **Obligations**

9.2.1. **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 the Governmental Unit, including its employees and subcontractors, in the performance of this Contract, the Governmental Unit will immediately give State’s Authorized Representative written notice thereof, and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

9.2.2. **Representation.** The Governmental Unit 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 the Governmental Unit, nor its employees, agents nor subcontractors retain any interest in and to the Works and Documents. The Governmental Unit 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 6, the Governmental Unit will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless State, at the Governmental Units 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. The Governmental Unit 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 Governmental Unit’s or State’s opinion is likely to arise, the Governmental Unit 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.

10. **Jurisdiction and Venue.**

10.1. 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.

11. **Termination; Suspension**

11.1. **Termination.** State or the Commissioner of Administration may terminate this Contract at any time, with or without cause, upon 30 days’ written notice to the other party. Upon termination, Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

11.2. **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 the Governmental Unit. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 the Governmental Unit notice of the lack of funding within a reasonable time of State’s receiving that notice.

11.3. **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 the Governmental Unit during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. **E-Verify Certification (In accordance with Minnesota Statutes §16C.075).**

12.1. For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of State, the Governmental Unit 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. The Governmental Unit 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 the Governmental Unit and made available to State upon request.

13. **Plain Language; Accessibility Standards**

13.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, the Governmental Unit 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, the Governmental Unit will take the following steps in the deliverables:

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

13.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, the Governmental Unit agrees to comply with the State of Minnesota’s Accessibility Standard (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. The Governmental Unit’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- i. All videos must include closed captions, audio descriptions and a link to a complete transcript;
- ii. All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the Governmental Unit will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- iii. 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.

14. **Subcontractor Reporting.**

14.1. The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this Contract may exceed \$500,000.00, including all extension options, the Governmental Unit must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, the Governmental Unit will be provided free access to a portal for this purpose, and the requirement will continue as long as the Contract is in effect.

15. **Telecommunications Certification.**

15.1. By signing this Contract, the Governmental Unit 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), the Governmental Unit does not and will not use 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. The Governmental Unit will include this certification as a flow down clause in any contract related to this Contract.

16. Title VI/Non-discrimination Assurances.

16.1. The Governmental Unit 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. The Governmental Unit will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Governmental Unit's compliance with this provision. The Governmental Unit must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the Governmental Unit's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

17. Contractor Payment Form Requirement.

17.1. If the Governmental Unit is making payments to subcontractors, regardless of their tier or [Disadvantaged Business Enterprise (DBE) status, the Governmental Unit must complete Exhibit D, the "Contractor Payment Form", and submit it to State's Office of Civil Rights (OCR) until final payment is made. The Governmental Unit 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 Governmental Unit to be withheld. The Governmental Unit 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.

18. Additional Provisions.

18.1. None

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STATE ENCUMBRANCE VERIFICATION

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

Signed:

Date:

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

Date:

GOVERNMENTAL UNIT*

Governmental Unit certifies that the appropriate person(s) have executed the Contract on behalf of Governmental Unit as required by applicable resolutions, ordinances or charter provisions.

Signed: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

Attested: _____

Title: _____

Date: _____

Approved as to form: _____

Title: _____

Date: _____

Countersigned: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

1. Purpose

The purpose of this contract is to establish a network of community liaisons within the Duluth-Superior area to recommend and facilitate engagement activities with youth and adults. These activities aim to inspire interest in construction careers and ensure effective, meaningful engagement with local communities.

The State recognizes the need to improve communication methods and extend outreach efforts further than previous attempts. This contract supports the Blatnik Bridge project, a significant undertaking investing over \$1 billion in the local economy between now and the end of 2031. The project duration allows for flexibility and adaptability to improve engagement processes over time.

2. Goals

The primary goal is to ensure that the two State's (both Wisconsin and Minnesota) workforce is represented on the Blatnik Bridge project and other projects within Minnesota and Wisconsin. These engagement efforts will facilitate the State's stated goals by identifying strategies and methods to best reach all segments of the community.

The specific objectives of this contract are to:

1. **Promote Workforce Participation:** Support the achievement of established project participation goals for personnel from both Minnesota and Wisconsin in the construction workforce.
2. **Facilitate Training & Development:** Create pathways for trainees from Northeast Minnesota and Northwest Wisconsin to acquire 25,000 hours of on-the-job training, building work readiness skills and gaining relevant construction experience.
3. **Strategic Engagement:** Engage customers, listen to understand, and balance the varying needs of all to achieve the best possible outcomes, consistent with the State's Strategic Operations Plan.
4. **Clarify Career Pathways:** Help the community understand how to pursue careers in highway-heavy construction and connect with employment opportunities created by the Blatnik Bridge and other Minnesota Department of Transportation (MnDOT) and Wisconsin Department of Transportation (WisDOT) projects.

3. Project Information

The Blatnik Bridge Replacement Project involves the complete replacement of the aging I-535/US 53 bridge connecting Duluth, Minnesota, and Superior, Wisconsin over the St. Louis Bay. Originally opened in 1961, the structure is nearing the end of its service life and is a vital freight and commercial connection for the region.

The work will be executed through a Design-Build contract led by State in partnership with WisDOT. The project scope includes:

1. Demolition of the existing structure and construction of a new main bridge on the existing alignment.
2. Reconstruction of interchange approaches in both Duluth and Superior.
3. Addition of a dedicated multi-use path to improve bicycle and pedestrian connectivity.

This infrastructure investment is projected to inject over \$1 billion into the local economy between now and the end of 2031. The project is estimated to generate significant labor hours, creating demand for a skilled local workforce.

4. Role of Community Liaisons

Community liaisons will conduct outreach to youth and adults—particularly those not traditionally involved in the construction industry—to identify individuals with aptitude for trades work. Their core functions include:

1. **Referral:** Directing individuals to union apprenticeships, prep programs, and post-secondary training.
2. **Guidance:** Assisting community members with applications, work readiness, and overcoming obstacles to employment.
3. **Retention:** Serving as an ongoing point of contact for mentorship and job placement retention.
4. **Representation:** Representing their networks at meetings with the State and General Contractor to review progress and identify challenges.

5. Governmental Unit Responsibilities

The Governmental Unit is responsible for identifying community liaisons and providing coordination and oversight to meet contract objectives.

Coordination & Strategy:

1. Participate in project public outreach events as requested to inspire interest in construction careers and promote career pathways into the highway-heavy construction industry for all segments of the Twin Ports community.
2. Provide input on workforce strategies, tactics, and employment outreach events to ensure broad access and opportunity.
3. Attend quarterly project update meetings to report on successes and develop strategies to meet workforce goals.
4. Prepare quarterly summary reports of activities, outcomes and recommendations for improvement based on Community Liaison work

Outreach & Implementation:

1. Work with liaisons to share information via community networks and identify opportunities for State staff to attend community events.
2. Recommend Blatnik Bridge project sponsored community events that will be well-received by the public.
3. Assist in developing an outreach plan for jobseekers from Northeast Minnesota and Northwest Wisconsin.
4. Host field trips, workshops, and career exploration events to inspire interest in construction.
5. Facilitate connections to training programs in both Minnesota and Wisconsin and job opportunities.
6. Provide hands-on guidance to jobseekers navigating the construction sector and assist in overcoming obstacles to employment.

7. Strengthen partnerships with community leaders and workforce boards to build a local construction workforce.

6. Performance Measures of Success

Success will be measured by the following metrics:

1. The number of events and other opportunities to engage the community in career exploration.
2. The number of individuals attending events or otherwise engaged in exploring construction careers and/or overcoming obstacles to employment.
3. The number of individuals referred to training programs.
4. The number of individuals entering apprenticeship programs in the construction trades.
5. The number of job seekers from Minnesota and Wisconsin ultimately employed on the Blatnik Bridge Replacement Project.

7. State Responsibilities

To support the Governmental Unit and Liaisons, the State will:

1. **Project Management:** Provide a project manager to work directly with the Governmental Unit and liaisons, and to participate in engagement activities.
2. **Coordination:** Work with the General Contractor to convene quarterly conversations to monitor progress.
3. **Connections:** Facilitate connections between the Governmental Unit, community liaisons, General Contractor, and workforce partners to facilitate entry into construction employment.
4. **Information Sharing:** Provide details about subcontractors and trades engaged on the project and provide expertise on accessing careers in the highway-heavy building trades.
5. **Contractor Oversight:** Ensure the General Contractor engages with community liaisons and training programs to set up field trips, share employment opportunities, and problem-solve obstacles to entry into employment.
6. **Work Environment:** Ensure the General Contractor engages subcontractors in training and other actions to create a workplace welcoming to all personnel.
7. **Training Support:** Connect the Contractor and community liaisons with State-sponsored and relevant local training programs. Engage with local apprenticeship prep training programs, assisting with curriculum design, mock interviews, jobsite tours, and other actions.

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INVOICE NO. _____

Estimated Completion: ___% (from Column 6 of the Progress Report)

Final Invoice? Yes No

Invoice Instructions:

| |
|--|
| The Governmental Unit 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 <i>Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size</i> 5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us |
|--|

MnDOT Contract Number: 1061742
 Contract Expiration Date: June 30, 2031
 SP Number: 6981-26 TH Number: 535

Billing Period: From _____ to _____
 Invoice Date: _____

| | Total Contract Amount | Total Billing to Date | Amount Previously Billed | Billed This Invoice |
|---|------------------------------|------------------------------|---------------------------------|----------------------------|
| 1. Labor Costs: | \$397,500.00 | | | |
| 2. Direct Expense Costs: | \$21,750.00 | | | |
| 3. Administration: | \$46,580.00 | | | |
| Net Earning Totals: | \$ 465,830.00 | | | |
| Total Amount Due this Invoice (Attach Supporting Documentation): | | | | \$ |

The Governmental Unit: If the billing period includes costs that cross the State's fiscal year (6/30), provide a split of the full amount billed this invoice, as follows:

| Costs | Amount billed |
|----------------------------------|----------------------|
| Prior to and including 6/30 | |
| 7/1 and after | |
| Total billed this invoice | |

If costs do not cross the fiscal year, disregard.

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

For Invoice No.: _____

Progress Report Instructions:

1. The Governmental Unit must complete the progress report form, in its entirety.
2. The Governmental Unit must sign the progress report.
3. The Governmental Unit 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. 1061742
 Contract Expiration Date: June 30, 2031
 SP Number: 6981-26 TH Number: 535

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

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

***Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package. This explanation must include justification for exceeding the task(s) and a plan to mitigate those overages to keep the project on budget.**

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

| | | |
|--------------------------------------|--|--------------------------|
| State Project Number: 6981-26 | Payment Reporting Period: to | Prime Contractor: |
| Invoice Number: | Date Paid by State: | Subcontractor: |

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (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 ocrfirmsubmissions.dot@state.mn.us; State’s Project Manager, and State’s Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

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