AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
MARCH 9, 2010
5:00 PM

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. Prepare Plans & Specifications for the following projects - Greg Boppre
   a. 2010 City Project No. 2 – Bygland Road Sidewalk
   b. 2010 City Project No 3 – Central Avenue Reconstruction
   c. 2010 City Project No. 4 – Sanitary Sewer Improvements
   d. 2010 City Project No. 6 – Intersection Improvements (1st St. SE/3rd Ave. SE)

2. File Plans & Specifications for 2009 Assessment Job No. 2 – Paving – Greg Boppre

3. Master Partnership Contracts – Greg Boppre

4. Calendar Parking/Street Maintenance – Mike Hedlund

ADJOURN

Upcoming Meetings

Regular Meeting – March 16, 2010 – 5:00 PM – Council Chambers

Work Session – March 23, 2010 – 5:00 PM – Training Room

Work Session – March 30, 2010 – 5:00 PM – Training Room (IF NEEDED)

Regular Meeting – April 6, 2010 – 5:00 PM – Council Chambers

Request for Council Action

Date: March 1, 2010

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: Plans and Specifications

Background:
Would like to get approval to prepare plans/specifications for the following projects:

1.) 2010 City Project No. 2 – Bygland Road Sidewalk(safe route to school)
2.) 2010 City Project No. 3 – Central Ave Reconstruction
3.) 2010 City Project No. 4 – Sanitary Sewer Improvements
4.) 2010 City Project No. 6 – Intersection Improvements(1st st se/3rd ave se)

Recommendation:
Approval to prepare plans and specifications

Enclosures:
N/A

Request for Council Action

Date: March 1, 2010

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: File Plans and Specifications – 2009 Assessment Job No. 2 – Paving

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Background:
I would like to file the plans and specifications for 2009 Assessment Job No. 2 – Paving, get authorization to advertise and set the bid date.

Recommendation:
Approval to file the plans and specifications, authorization to advertise and set bid date

Enclosures:
N/A

Request for Council Action

Date: March 1, 2010

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: Master Partnership Contracts

Background:
Occasionally, MnDOT and the City of East Grand Forks, requires services from each other, which MnDOT and the City agree will enhance the efficiency of delivering said services. This contract governs this relationship. The City has had these agreements with MnDOT in the past.

Recommendation:
Approve Partnership Agreement

Enclosures:
N/A

Engineering
Consulting Engineers & Land Surveyors

March 1, 2010

Scott Huizenga
City Administrator
City of East Grand Forks
PO Box 373
East Grand Forks, MN 56721

RE: MnDOT - Master Partnership Contract
East Grand Forks, MN

Dear Scott:

Enclosed please find the correspondence I received from MnDOT last week regarding the Master Partnership Contract.

I have prepared an RCA for this item for next week's work session.

If you have any questions or need further information, please contact our office.

Respectfully yours,
FS Engineering

Greg Boppre, P.E.

GB:kkr

enc.

1600 Central Avenue NE, East Grand Forks, MN 56721 • 218-773-1185 • fax 218-773-3348 • www.fs-mn.com

Minnesota Department of Transportation

Memo

NORTHWEST DISTRICT
3920 Highway 2 West
Bemidji, MN 56601

Office Tel: 218-755-6569
Fax: 218-755-6512

February 24, 2010

Mr. Greg Boppre
Floan – Sanders Engineering
Box 385
1600 Central Avenue NE
East Grand Forks, Mn. 56721

Dear Greg,

Enclosed are four (4) original Master Partnership Contracts between the City of East Grand Forks and Mn/DOT.

Please sign and date each original Master Contract in the places I have marked. Included in each Master Contract is Work Order #1, which is a separate section of each Master Contract and must be signed also. This requires you to sign each Master Contract in two separate places. These four Contracts with original signatures must be returned to me for submittal to St. Paul.

Also required are two (2) original resolutions by the City of East Grand Forks. I am enclosing examples of resolutions for your use. Please return two resolutions with original signatures to me.

After I receive these documents from you I will forward them to St. Paul for final processing and signatures. Once the Master Contract has been approved in St. Paul you will receive an original signed Master Contract for your records.

If you have any questions, you can call me in Bemidji at (218)-755-6569.
Thank you for the help on this.

Sincerely,

Keith W. Pence

Keith W. Pence
District 2 State Aid Assistant

Mn/DOT Agreement No 96286-P

CMFS Contract No:_____

STATE OF MINNESOTA
AND
CITY OF EAST GRAND FORKS
MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and the City of East Grand Forks, acting through it's City Council, hereinafter referred to as the "Local Government".

Recitals

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.

2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

3. Each party to this Contract is a "road authority" as defined by Minnesota Statutes §160.02 (subd. 25).

4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.

5. Minnesota Statues §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.

6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.

7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.

8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Contract

1 Term of Master Contract

1.1 ***Effective Date***: This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
A party must not accept work under this Contract until it is fully executed.

1.2 ***Expiration Date.*** This Contract will expire five years after its effective date.

1.3 ***Work Order Contracts.*** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement. The work order contract will specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

1.4 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 11. Liability; 12. State Audits; 13. Government Data Practices and Intellectual Property; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; and 21. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.

1.5 ***Exhibits.*** A sample work order contract is attached and incorporated into this contract as Exhibit A.

2 Scope of Work/Deliverables

2.1 A party may request the other party to perform any of the following services under individual work order contracts.

2.1.1 Professional and Technical Services. A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task". Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work.

2.1.2 Routine Roadway Maintenance. A party may provide routine roadway maintenance upon the request of the other party. Routine roadway maintenance services may include, but are not limited to; lane or edge striping, pavement message painting, sign repair, guardrail repair, carcass removal, or equipment repair. Routine maintenance does not include roadway reconstruction. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.

2.1.3 Construction Administration. A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the providing party's own forces, or the providing party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.

2.1.4. Emergency Services. A party may provide emergency services and repairs to roadways and rights of way upon the request of the other party in the event of a man-made disaster, natural disaster or other acts of God. Emergency services may include, but are not limited to: road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. These repairs may be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.

2.2 When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "routine roadway maintenance" items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to authorization by the State.

3 Responsibilities of the Providing Party

The party requesting the work will be referred to as the "Requesting Party" and the party performing the work will be referred to as the "Providing Party". Each work order will set forth particular requirements for that project/engagement.

3.1 ***Terms Applicable to ALL Work Orders.*** The terms in this section 3.1 will apply to ALL work orders.

3.1.1 Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.

3.1.2 The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

3.1.3 If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.

3.1.4 Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.

3.1.5 In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.

3.2 ***Additional Terms for Routine Roadway Maintenance.*** The terms of section 3.1 and this section 3.2 will apply to all work orders for routine roadway maintenance.

3.2.1 Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

3.2.2 The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.

3.2.3 The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.

3.3 ***Additional Terms for Construction Administration.*** The terms of section 3.1 and this section 3.3 will apply to all work orders for construction administration.

3.3.1 Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

3.3.2 Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.

3.3.3 Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.

3.3.4 For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.

3.3.5 Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.

3.3.6 Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts

3.3.7 The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.

3.3.8 The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.

3.3.9 The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.

3.3.10 The Providing Party must coordinate all necessary detours with the Requesting Party.

4. Responsibilities of the Requesting Party

4.1 After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.

4.2 All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).

4.3 The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.

4.4 The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.

4.5 The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).

4.6 The work order contracts may include additional responsibilities to be completed by the Requesting Party.

5 Time

In the performance of project work under a work order contract, time is of the essence.

6 Consideration and Payment

6.1 ***Consideration***. The Requesting Party will pay the Providing Party as specified in the work order.

6.2 ***State's Maximum Obligation***. The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed $1 million.

6.3 ***Travel Expenses***. It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations" a copy of which is on file with and available from the Mn/DOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

6.4 Payment.

6.4.1 ***Generally.*** The ***Requesting*** Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

6.4.2 Payment ***by the Local Government***. The Local Government will make payment to the order of the Commissioner of Transportation. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MN/DOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT.** Remit payment to the address below:

Mn/DOT
Attn: Cash Accounting
RE: Mn/DOT Contract Number (see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

6.4.3 ***Payment by the State.***

6.4.3.1 *Generally*. The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

6.4.3.2 *Retainage for Professional and Technical Services*. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

7 Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

8 Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

8.1 The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

8.2 The Local Government's Project Manager will be identified in each work order contract.

9 State's Authorized Representative and Project Manager

9.1 The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

9.2 The State's Project Manager will be identified in each work order contract.

10 Assignment, Amendments, Waiver, and Contract Complete

10.1 ***Assignment.*** Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.

10.2 ***Amendments.*** Any amendment to this master contract or any work order 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.

10.3 ***Waiver.*** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

10.4 ***Contract Complete.*** This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral, may be used to bind either party.

11 Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act.

12 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

13 Government Data Practices and Intellectual Property

13.1 ***Government Data Practices.*** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

13.2. ***Intellectual Property Rights***

13.2.1 *Intellectual Property Rights.* The Requesting Party will own 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 work order contracts*. 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 Providing Party, its employees, agents, and subcontractors, either individually or jointly with

others in the performance of this master contract or any work order 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 Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

13.2.2 *Obligations with Respect to Intellectual Property.*

13.2.2.1 N*otification.* 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 Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

13.2.2.2 *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

14 Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

14.1 ***Covered Contracts and Contractors.*** If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

14.2 ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

14.3 ***Minn. R. Parts 5000.3400-5000.3600.***

14.3.1 *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and

contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

14.3.1.2 *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
(2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
(5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

14.3.2 *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

14.3.3 *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

15 Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

16 Publicity

16.1 ***Publicity.*** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

16.2 ***Data Practices Act.*** Section 16.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

17 Governing Law, Jurisdiction, and Venue
Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18 Prompt Payment; Payment to Subcontractors
The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government 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).

19 Minn. Stat. § 181.59. The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: 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 shall contain provisions by which the 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, shall, 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, shall, 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, county, city, town, school board, or any other person authorized to grant the 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 Termination

20.1 ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

20.2 ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

20.3 ***Termination for Insufficient Funding.*** The State may immediately terminate this Master Contract and any work order 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 or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

21 Data Disclosure
Under Minn. Stat. § 270.66, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

22 Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims . The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

23 Additional Provisions

23.1 ***Foreign Outsourcing***. If the Local Government lets a contract for professional/technical or other services pursuant to any work order, the Local Government will require proposing vendors/bidders to disclose where work will be performed, and will use the extent to which services will be performed in the United States as a factor in determining the "best value" in awarding any such contract. It is the State's policy that state funds spent on contracts remain in the United States to the maximum extent possible.

[The balance of this page has intentionally been left blank]

Mn/DOT Agreement No 96286-P

CMFS Contract No: _____

LOCAL GOVERNMENT
The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles or bylaws.

By: _____

Title: _____

Date: _____

By: _____

Title _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)

Title _____

Date: _____

COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: _____

Date: _____

Mn/DOT Contract Management
As to form & execution

By: _____

Date: _____

EXHIBIT A – SAMPLE WORK ORDER

Check appropriate box:
☐ Payable by State
☐ Receivable by State

[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN BRACKETS. FILL IN EVERY BLANK AND DELETE ALL INSTRUCTIONS BEFORE SENDING THIS TO THE LOCAL GOVERNMENT. INCLUDE AN *ENCUMBRANCE WORKSHEET* IN ORDER TO ASSIST WITH ENCUMBERING THE MONEY FOR THIS WORK ORDER CONTRACT. IF YOU NEED ASSISTANCE WITH THIS FORM, CONTACT Mn/DOT's STATE AID DIVISION. SEND A DRAFT OF THIS WORK ORDER FOR REVIEW TO CONTRACT MANAGEMENT.]

STATE OF MINNESOTA

WORK ORDER UNDER

MASTER PARTNERSHIP CONTRACT

State Project (SP): _____ **Trunk Highway (TH):** _____

Project Identification: **[Provide a Brief Identification of the Project]**

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (Mn/DOT) Master Partnership Contract No. [Enter Master Contract Number] between the state of Minnesota acting through its Commissioner of Transportation ("State") and [Insert the Legal Name of the Local Government], a political subdivision of the State of Minnesota ("Local Government) and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Work Order Contract

Article 1 Term of Work Order Contract; Incorporation of Exhibits:

1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. **The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.**

1.2 Expiration date: This Work Order Contract will expire on [Insert Date], or when all obligations have been satisfactorily fulfilled, which ever occurs first.

1.3 Exhibits: Exhibits A through [X] are attached and incorporated into this Work Order Contract. [Delete this clause if not using exhibits – Note that Exhibit A should always be the correct "Standard Terms" for the applicable type of work specified in section 2.1 below]

Article 2 Nature of Work; Requesting and Providing Party:

2.1 The box (es) check below indicate the nature of the work to be performed. See Section 2.1 of the Master Partnership Contract for applicable definitions.

☐ Routine Roadway Maintenance
☐ Professional and Technical Services
☐ Construction Administration

2.2 The boxes checked below show which party is the "Requesting Party" and which party is the "Providing Party".

2.2.1 The Requesting Party is ☐ State ☐ Local Government
2.2.2 The Providing Party is ☐ State ☐ Local Government

Article 3 Scope of Work:

3.1 The Providing Party will perform services under this Work Order summarized generally as follows: [Provide a general summary of services].

For example: The Local Government will provide routine maintenance as defined in Article 3, Deliverables by the Local Government , on those portions of the trunk highway roadways and bridges within the corporate limits of the Local Government as defined below, referenced on the map attached hereto as exhibit [__].

TH 999E: The following 0.88 miles of trunk highway and designated in the MnDOT records as control section 9000; beginning at the intersection of TH 91 and 8th St SE thence northerly along the route to the intersection of TH 91 and Easy Street. This description has a total of 3.52 equivalent lane miles.

3.2 The Providing Party will perform work in accordance with the "Standard Terms" contained in Exhibit A.

3.3 For a detailed description of work, see [Exhibit ___] and Article 4 'Deliverables by the Local Government '. [Whether included in the body of this contract or as an exhibit, the scope of duties must be sufficiently detailed to hold the Local Government accountable for performance.]

Article 4 Deliverables by the Providing Party:

4.1 Deliverables are the work products created or supplied by the Providing Party pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows: [Give a detailed description of deliverables along with due dates. This list should specify acceptable end products of the deliverables.]

Deliverable	Description	Due Date
Deliverable 1	Description	Due Date
Deliverable 2	Description	Due Date

[Modify the table above as necessary. If deliverables are further detailed in an exhibit, add "See Exhibit ___ for additional details on required deliverables]

Article 5 Items provided or completed by the Requesting Party

5.1 The following will be provided or completed by the Requesting Party: [Give a detailed description of anything being provided and or completed by the Requesting Party, such as plans, guidelines, computer files, special provisions, etc.]

[SELECT CORRECT FORM OF ARTICLE 6 FROM THE FOLLOWING FOR USE WITH COST PLUS, LUMP SUM, OR UNIT RATE WORK ORDER CONTRACT. MOST WORK ORDERS ARE LIKELY TO BE UNTI RATE, LUMP SUM, OR ACTUAL COST – USE OF COST PLUS IS UNLIKELY, AND SHOULD BE DISCUSSED WITH CONTRACT MANAGEMENT. DELETE THE ALTERNATE VERSIONS OF ARTICLE 6 (and check numbering) WHEN FINISHED.]

Article 6 Consideration of Payment: [Use with Lump Sum Work Order Contracts]

6.1 The Requesting Party will pay for all services performed by the Providing Party on a Lump Sum basis. [Provide additional detail if necessary, e.g. if paying "Lump Sum per deliverable"]

6.2 The Providing Party will submit invoices for payment in accordance with the following schedule:
[Choose the appropriate method of payment liquidation: One-time payment or Deliverable schedule payments.]

6.3 The Requesting Party's total obligation for all compensation and reimbursements to the Providing Party is $[fill in maximum value of work order. Note that the total of work orders may not exceed the maximum value of the master contract].

Article 6 Consideration of Payment: [Use with Unit Rate Work Order Contracts]

6.1 The Requesting Party will pay for all services performed by the Providing Party on a Unit Rate basis as follows:

1. Unitized Costs: $[___]
2. Direct Costs: $[___]

TOTAL WORK ORDER CONTRACT VALUE: $[___]

6.2 Allowable direct costs include project specific costs listed in Exhibit [__]. The Requesting Party's Project Manager must approve any other direct costs not listed in Exhibit [__], in writing, by prior to expenditure.

6.3 The Requesting Party's total obligation for all compensation and reimbursements to the Providing Party will not exceed $[fill in maximum value of work order. Note that the total of work orders may not exceed the maximum value of the master contract].

Article 6 Consideration of Payment: [Use with Actual Cost Reimbursement Contracts]

6.1 The Requesting Party will pay for all services performed by the Providing Party on an actual cost reimbursement basis as follows:

6.1.1 The following items will be reimbursable at their actual cost to the Providing Party:

6.1.1.1 Materials and supplies reasonably needed to perform the work; and
6.1.1.2 Equipment needed to perform the work, at its rental rate as established by the State; and
6.1.1.3 Actual and reasonable costs of consultants and contractors engaged to perform the work; and
6.1.1.4 Actual salary costs incurred by the Providing Party, at the normal rate of pay plus reasonable and customary labor additives.

6.1.2 The Providing Party must, upon request of the Requesting Party, provide documentation showing a breakdown of costs claimed for reimbursement.

6.2 The Requesting Party's total obligation for all compensation and reimbursements to the Providing Party will not exceed $ [fill in maximum value of work order. Note that the total of work orders may not exceed the maximum value of the master contract].

Article 6 Consideration of Payment: [Use with Cost plus Work Order Contracts]

6.1 The Requesting Party will pay for all services performed by the Providing Party on a Cost plus Overhead basis as follows:

1. Providing Party's Costs: $
2. Overhead: $
3. Direct Costs: $

TOTAL WORK ORDER CONTRACT VALUE: $

6.2 The overhead rate of [XXXXX] % of direct Salary Costs will be used on a provisional basis determined by the Audit Section of the Minnesota Department of Transportation.

6.3 See Exhibit [__] for Budget Details on the Providing Party and its consultants (if any).

6.4 Allowable direct costs include project specific costs listed in Exhibit [__]. The Requesting Party's Project Manager must approve any other direct costs not listed in Exhibit [__], in writing, prior to expenditure.

6.5 The Requesting Party's total obligation for all compensation and reimbursements to the Providing Party will not exceed $[fill in maximum value of work order. Note that the total of work orders may not exceed the maximum value of the master contract].

[SELECT THE CORRECT FORM OF ARTICLE 7 FROM THE FOLLOWING FOR USE WITH COST PLUS, LUMP SUM, ACTUAL COST REIMBURSEMENT, OR UNIT RATE WORK ORDER CONTRACT. NOTE THAT IF THE STATE IS THE PROVIDING PARTY, PRE-PAYMENT MAY BE REQUIRED. MODIFY THIS SECTION ACCORDING TO PROEJCT NEEDS

AND DELETE INFORMATION NOT APPLICABLE TO THIS WORK ORDER. BE SURE TO CHECK PARAGRAPH NUMBERING AFTER DELETIONS ARE MADE.]

Article 7 Terms of Payment: [Use with Lump Sum Work Order Contracts]

7.1 The Requesting Party will pay the Providing Party either: 1) upon satisfactory completion of the work under this Work Order Contract and acceptance by the Requesting Party's Project Manager, or 2) scheduled progress payments based upon completion and acceptance of deliverables by the Requesting Party's Project Manager.

7.2 If the "Professional and Technical Services" box is checked in Article 2.1, and the State is the Requesting Party, the State will retain up to 10% of the final amount due to the Local Government, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by the State.

7.3 The Providing Party will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. The Providing Party will use the format set forth in Exhibit [__] entitled "Invoice" when submitting Invoices.

7.4 The Providing Party will submit the monthly progress report set forth in Exhibit [__] showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work and Deliverables. [MODIFY OR DELETE THIS CLAUSE AS NECESSARY]

7.5 See section 6.4 of the Master Partnership Contract regarding remittance of Payment to the State. The Mn/DOT Contract Number and Work Order Number must be included with the remittance. [DELETE THIS SECTION IF THE STATE IS PAYING THE LOCAL GOVERNMENT].

Article 7 Terms of Payment: [Use with Unit Rate Work Order Contracts]

7.1 The Requesting Party will pay the Providing Party upon receipt and approval of an invoice for eligible costs. The Providing Party will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. The Providing Party will use the format set forth in Exhibit [__] when submitting Invoices.

7.2 If the "Professional and Technical Services" box is checked in Article 2.1, and the State is the Requesting Party, the State will retain up to 10% of the final amount due to the Local Government, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by the State.

7.3 The Providing Party will submit the monthly progress report set forth in Exhibit [__] showing the progress of work in work hours according to the tasks listed in Scope of Work and Deliverables articles.

7.4 See section 6.4 of the Master Partnership Contract regarding remittance of Payment to the State. The Mn/DOT Contract Number and Work Order Number must be included with the remittance. [DELETE THIS SECTION IF THE STATE IS PAYING THE LOCAL GOVERNMENT].

Article 7 Terms of Payment: [Use with Actual Cost Reimbursement Work Order Contracts]

7.1 The Requesting Party will pay the Providing Party upon receipt and approval of an invoice for eligible costs. The Providing Party will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the Requesting Party, the Providing Party must provide documentation showing the actual costs incurred. The Providing Party will use the format set forth in Exhibit [__] when submitting Invoices.

7.2 If the "Professional and Technical Services" box is checked in Article 2.1, and the State is the Requesting Party, the State will retain up to 10% of the final amount due to the Local Government, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by the State.

7.3 The Providing Party will submit the monthly progress report set forth in Exhibit [__] showing the progress of work in work hours according to the tasks listed in Scope of Work and Deliverables articles.

7.4 See section 6.4 of the Master Partnership Contract regarding remittance of Payment to the State. The Mn/DOT Contract Number and Work Order Number must be included with the remittance. [DELETE THIS SECTION IF THE STATE IS PAYING THE LOCAL GOVERNMENT].

Article 7 Terms of Payment: [Use with Cost Plus Work Order Contracts]

7.1 The Requesting Party will pay the Providing Party upon receipt and approval of an invoice for eligible costs. The Providing Party will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the Requesting Party, the Providing Party must provide documentation showing the actual costs incurred. The Providing Party will use the format set forth in Exhibit [__] when submitting Invoices.

7.2 If the "Professional and Technical Services" box is checked in Article 2.1, and the State is the Requesting Party, the State will retain up to 10% of the final amount due to the Local Government, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by the State.

7.3 The Providing Party will submit the monthly progress report set forth in Exhibit [__] showing the progress of work in work hours according to the tasks listed in Scope of Work and Deliverables articles.

7.4 See section 6.4 of the Master Partnership Contract regarding remittance of Payment to the State. The Mn/DOT Contract Number and Work Order Number must be included with the remittance. [DELETE THIS SECTION IF THE STATE IS PAYING THE LOCAL GOVERNMENT].

Article 8 Local Government 's Project Manager:

The Local Government 's Project Manager for this Work Order is:

Name:
Title:
Address:
Phone:
Responsibility:

The Local Government 's Project Manager for this Work Order is responsible for overseeing the Local Government 's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 9 State's Project Manager:

The State's Project Manager, for this Work Order is:

Name:
Title:
Address:
Phone:
Responsibility:

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 10 Termination.

10.1 ***Termination by the State or Local Government.*** The Local Government, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the Providing party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

10.2 ***Termination for Insufficient Funding.*** If the State is the Requesting Party, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government . The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

Article 11 Additional Provisions

[Add any additional contract information here, or "NONE".]

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Mn/DOT Agreement No _____ Work Order _____

CMFS Contract No: _____

LOCAL GOVERNMENT
The local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: District Engineer

Date _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

MAPS Number _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date _____

Mn/DOT CONTRACT MANAGEMENT
(As to form and execution).

By: _____

Title: _____

Date _____

[THIS EXHIBIT SHOULD BE ATTACHED AND INCORPORATED INTO ALL WORK ORDERS. SELECT THE PROPER PROVISIONS (based on the boxes checked in section 2.1) AND DELETE THE INAPPLICABLE PROVISIONS. MODIFY IF NECESSARY]

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Providing Party will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the Mn/DOT State Aid Division or on the MnDOT website, www.dot.state.mn.us

2. The Providing Party will, as applicable in developing plans, include the standard specifications from the latest edition of Mn/DOT Standard Specifications for Construction, and all amendments thereto.

3. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by Mn/DOT. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

STANDARD TERMS FOR ROUTINE ROADWAY MAINTENANCE

1. The Providing Party will perform routine maintenance in accordance with the specifications and guidelines in the current "Mn/DOT Maintenance Manual"

2. Unless otherwise provided in this Work Order, the Providing Party is not required to perform extraordinary maintenance or reconstruction. The Providing Party should notify the Requesting Party immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.

3. The Providing Party will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

STANDARD TERMS FOR CONSTRUCTION ADMINISTRATION

1. [If not provided by Requesting Party,] the Providing Party will prepare plans and special provisions in conformance with geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available from the District Office or the MnDOT web site, www.dot.state.mn.us.

2. The Providing Party will prepare the proposal for highway construction for the construction contract, which will include any provisions supplied by the Requesting Party, and any provisions required by Minnesota law and applicable Federal laws and regulations.

3. The Providing Party will prepare and publish the bid solicitation for the project(s) as required by state laws. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Providing party will receive the sealed bids.

4. The Providing Party will solicit for bids after obtaining written notification from the Requesting Party that the plans and special provisions have been approved.

5. The Providing Party will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

6. The Providing Party may include other work in the construction contract.

7. The Providing Party will receive and open bids.

8. After the bids are opened, the Providing Party will consider the bids and will award the bid to the lowest responsible bidder or best value proposer, as required or permitted by Minnesota law and subject to the concurrence of the Requesting Party, or the Providing Party may reject all bids.

    a. The Providing Party will, within 7 days of opening bids for the construction contract, submit to the Requesting Party (to MnDOT's District Engineer if Mn/DOT is the Requesting Party) a copy of the low bid and an abstract of all bids together with the Providing Party's request for concurrence by the Requesting Party in the award of the construction contract. The Providing Party will not award the construction contract until the Requesting Party advises the Providing Party in writing of its concurrence therein.

    b. The Providing Party may reject, and the Requesting Party may require the Providing Party to reject, any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the Providing Party will repeat the bidding process in a reasonable period of time, without additional cost or expense to the Requesting Party. The Providing Party may also elect to eliminate the Requesting Party's work from the contract, and proceed to award the contract for just the Providing Party's own work.

9. The Providing Party will prepare and execute a construction contract with the lowest responsible bidder (or the best value proposer if allowed by law) in accordance with the special provisions and the latest edition of Mn/DOT's Standard Specifications for Construction and all amendments thereto.

10. The Providing Party will give the Requesting Party five days notice of its intention to start the contract construction.

11. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of Mn/DOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Providing Party's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

12. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by the Requesting Party. This written consent will in no way relieve the Providing Party from its primary responsibility for performance of the work.

13. The Providing Party will document quantities in accordance with the guidelines set forth in the Mn/DOT Contract Administration Manual Sections 410 and 420 (including amendments and successors of those sections) in effect at the time the work is performed.

14. The Providing Party will test materials in accordance with the Mn/DOT Schedule of Materials Control in effect at the time each Project was let. The Providing Party will notify the Requesting Party when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.

15. The Providing Party will cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the Project Engineer and the Requesting Party's Engineer (or the Engineer's authorized representative), for unavoidable delays encountered in the performance thereof.

16. The Providing Party may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s). All changes in the plans, specifications, or special provisions for the Requesting Party's cost participation for construction covered under this Work order and all addenda, change orders and supplemental agreements entered into by the Providing Party for the Requesting Party's cost participation construction covered under this Work Order must be approved by the Requesting Party's Engineer (or the Engineer's authorized representative) prior to performance of the work. Failure to obtain such approval may result in such costs being disallowed

for reimbursement.

17. The Providing Party will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Providing Party will make partial payments in accordance with the terms of the construction contract for the Project(s).

18. If the Local Government is the Providing Party for any trunk highway projects affecting utilities, the Local Government will coordinate with the State's Utilities Office. The Local Government will provide a signed "Utility Certification Checklist" in accordance with the current Mn/DOT Technical Memorandum.

19. The Providing Party will prepare all required reports and keep records as required by this Work Order.

20. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted, and request final inspection by the Requesting Party's project manager.

21. Upon completion of the Project(s), the Providing Party will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final costs, the Providing Party will make the final payment in accordance with the terms of the construction contract for the Project(s).

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Mn/DOT Agreement No 96286-P Work Order 01

CMFS Contract No:

☒Receivable by State

STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT
(Former "Blanket Partnership")

State Project (SP): NA **Trunk Highway (TH):** NA

Project Identification: **Services provided by State**

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (Mn/DOT) Master Partnership Contract No. 96286-P between the state of Minnesota acting through its Commissioner of Transportation ("State") and the City of East Grand Forks, a political subdivision of the State of Minnesota ("Local Government) and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Work Order Contract

Article 1 Term of Work Order Contract; Incorporation of Exhibits:

1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. **The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.**

1.2 Expiration date: This Work Order Contract will expire on the expiration date of the Master Partnership Contract, or when all obligations have been satisfactorily fulfilled, which ever occurs first.

1.3 Exhibits: Exhibits A and B are attached and incorporated into this Work Order Contract

Article 2 Nature of Work; Requesting and Providing Party:

2.1 The boxes check below indicate the nature of the work to be performed. See Section 2.1 of the Master Partnership Contract for applicable definitions.

☒ Routine Roadway Maintenance
☒ Professional and Technical Services
☐ Construction Administration

2.2 The boxes checked below show which party is the "Requesting Party" and which party is the "Providing Party".

2.2.1 The Requesting Party is ☐ State ☒ Local Government
2.2.2 The Providing Party is ☒ State ☐ Local Government

Article 3 Scope of Work:

3.1 The Providing Party will perform services under this Work Order summarized generally as follows:

The State will provide transportation-related routine roadway maintenance and/or professional/technical services to the Local Government Work performed will comply with the "Standard Terms" outlined in Exhibit A. Examples of services are shown on Exhibit B.

Article 4 Deliverables by the Providing Party:

4.1 Upon receipt of a written request from the Local Government, the State will evaluate the request and promptly inform the Local Government if the State will perform the work, either as submitted or with modifications. If accepting the work, the State will identify a project manager for the work to be performed. Any work assignment accepted by the State pursuant to this contract is subject to all terms and conditions of this Work Order and the Master Partnership Contract.

4.2 After the State accepts a work assignment, the State will promptly perform the work in a professional manner and in accordance with generally accepted government standards. If the Local Government deems that the work is not proceeding in a satisfactory manner, the Local Government will bring such concerns to the State's Project Manager in charge of the particular project. The Parties will endeavor to resolve any disputes concerning work under this contract in the most informal and cost-effective manner reasonably available.

Article 5 Items provided or completed by the Requesting Party

5.1 The Local Government will submit a brief written request for any services to the State. The request may be in the form of a letter or memorandum and may be transmitted by fax or email. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State. The request must include sufficient detail on the scope of the work to be performed to afford the State the opportunity to assess the resources necessary to accomplish the work and develop a cost estimate.

Article 6 Consideration of Payment:

6.1 *Payment Basis.* The State may, at its option, charge the Local Government on either a lump-sum or actual cost basis for performance of the work.

6.2 *Actual Cost Basis.* Unless a lump sum or other payment arrangement is agreed upon, all work performed by the State will be billed on an actual cost basis. For work performed upon an actual cost basis, the State will provide a report showing the actual cost of the services performed by the State under this contract. The State's "Actual Cost" will consist of all of the following elements:

6.2.1 The actual cost of any materials provided by the State; and

6.2.2 Travel expenses reasonably and necessarily incurred by the State in the performance of the work. Such travel expenses will be subject to the limitations contained in the "Minnesota Department of Transportation Travel Regulations" in effect at the time the work is performed; and

6.2.3 Labor costs incurred by the State in performance of the work. Such labor costs will consist of:

(a) The actual hourly wage or salary of State personnel for time spent working on the project; and
(b) Labor and overhead additive, at a rate to be determined annually by the appropriate State Financial/Accounting Officer. Labor additive will include fringe benefits, holiday and vacation pay, and applicable workers compensation and payroll tax expenses.

6.2.4 Equipment costs incurred by the State in the performance of the work. Such cost will consist of :

(a) The hourly rental rate of the equipment; and
(b) Fuel and other direct operational costs not included in the equipment rental rate.

Article 7 Terms of Payment:

7.1 The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties.

7.2 The Local Government will promptly pay the invoice(s) submitted by the State. Payment must be remitted to the address below:

Minnesota Department of Transportation
Attn: Cash Accounting
RE: Mn/DOT invoice number (include the Mn/DOT invoice number)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

IMPORTANT: THE REMITTANCE MUST INCLUDE THE "Mn/DOT INVOICE NUMBER."

Article 8 Local Government's Project Manager:

8.1 The Local Government's Project Manager for this Work Order is the Local Government's Engineer for technical matters. The Local Government 's Project Manager for this Work Order is responsible for overseeing the Local Government 's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 9 State's Project Manager:

9.1 The State's Project Manager, for this Work Order is the District Engineer. The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 10 Termination.

10.1 ***Termination by the State or the Local Government.*** The Local Government, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the Providing Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Article 11 Additional Provisions

11.1 The parties intend that the services provided under this contract will not be construed as an interchange of employees subject to Minnesota Statutes § 15.51, *et .seq.* If the provision of the services under this contract is deemed to be subject to Minnesota Statutes § 15.51, *et. seq.*, and any provision in this contract is determined to conflict with such statute, then the statute will control to the extent of any such conflict.

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Mn/DOT Agreement No 96286-P Work Order 01

CMFS Contract No: _____

LOCAL GOVERNMENT

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

By: _____

Title: _____

Date _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: District Engineer

Date _____

COMMISSIONER ADMINISTRATION

By: _____

Title: _____

Date _____

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Providing Party will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the Mn/DOT State Aid Division or on the MnDOT website, www.dot.state.mn.us

2. The Providing Party will, as applicable in developing plans, include the standard specifications from the latest edition of Mn/DOT Standard Specifications for Construction, and all amendments thereto.

3. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by Mn/DOT. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

STANDARD TERMS FOR ROUTINE ROADWAY MAINTENANCE

1. The Providing Party will perform routine maintenance in accordance with the specifications and guidelines in the current "Mn/DOT Maintenance Manual"

2. Unless otherwise provided in this Work Order, the Providing Party is not required to perform extraordinary maintenance or reconstruction. The Providing Party should notify the Requesting Party immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.

3. The Providing Party will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

STANDARD TERMS FOR CONSTRUCTION ADMINISTRATION

1. The Providing Party will prepare plans and special provisions in conformance with geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available from the District Office or the MnDOT web site, www.dot.state.mn.us.

2. The Providing Party will prepare the proposal for highway construction for the construction contract, which will include any provisions supplied by the Requesting Party, and any provisions required by Minnesota law and applicable Federal laws and regulations.

3. The Providing Party will prepare and publish the bid solicitation for the project(s) as required by state laws. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Providing party will receive the sealed bids.

4. The Providing Party will solicit for bids after obtaining written notification from the Requesting Party that the plans and special provisions have been approved.

5. The Providing Party will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

6. The Providing Party may include other work in the construction contract.

7. The Providing Party will receive and open bids.

8. After the bids are opened, the Providing Party will consider the bids and will award the bid to the lowest responsible bidder or best value proposer, as required or permitted by Minnesota law and subject to the concurrence of the Requesting Party, or the Providing Party may reject all bids.

a. The Providing Party will, within 7 days of opening bids for the construction contract, submit to the Requesting Party (to MnDOT's District Engineer if Mn/DOT is the Requesting Party) a copy of the low bid and an abstract of all bids together with the Providing Party's request for concurrence by the Requesting Party in the award of the construction contract. The Providing Party will not award the construction contract until the Requesting Party advises the Providing Party in writing of its concurrence therein.

b. The Providing Party may reject, and the Requesting Party may require the Providing Party to reject, any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the Providing Party will repeat the bidding process in a reasonable period of time, without additional cost or expense to the Requesting Party. The Providing Party may also elect to eliminate the Requesting Party's work from the contract, and proceed to award the contract for just the Providing Party's own work.

9. The Providing Party will prepare and execute a construction contract with the lowest responsible bidder (or the best value proposer if allowed by law) in accordance with the special provisions and the latest edition of Mn/DOT's Standard Specifications for Construction and all amendments thereto.

10. The Providing Party will give the Requesting Party five days notice of its intention to start the contract construction.

11. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of Mn/DOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Providing Party's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

12. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by the Requesting Party. This written consent will in no way relieve the Providing Party from its primary responsibility for performance of the work.

13. The Providing Party will document quantities in accordance with the guidelines set forth in the Mn/DOT Contract Administration Manual Sections 410 and 420 (including amendments and successors of those sections) in effect at the time the work is performed.

14. The Providing Party will test materials in accordance with the Mn/DOT Schedule of Materials Control in effect at the time each Project was let. The Providing Party will notify the Requesting Party when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.

15. The Providing Party will cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the Project Engineer and the Requesting Party's Engineer (or the Engineer's authorized representative), for unavoidable delays encountered in the performance thereof.

16. The Providing Party may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s). All changes in the plans, specifications, or special provisions for the Requesting Party's cost participation for construction covered under this Work order and all addenda, change orders and supplemental agreements entered into by the Providing Party for the Requesting Party's cost participation construction covered under this Work Order must be approved by the Requesting Party's Engineer (or the Engineer's authorized representative) prior to performance of the work. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

17. The Providing Party will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Providing Party will make partial payments in accordance with the terms of the construction contract for the Project(s).

18. If the Local Government is the Providing Party for any trunk highway projects affecting utilities, the Local Government will coordinate with the State's Utilities Office. The Local Government will provide a signed "Utility Certification Checklist" in accordance with the current Mn/DOT Technical Memorandum.

19. The Providing Party will prepare all required reports and keep records as required by this Work Order.

20. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted, and request final inspection by the Requesting Party's project manager.

21. Upon completion of the Project(s), the Providing Party will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final costs, the Providing Party will make the final payment in accordance with the terms of the construction contract for the Project(s).

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Exhibit B – Available Services

Following are examples of services available from Mn/DOT pursuant to this agreement. Other services may be available upon request. Note that this agreement cannot be used for the construction of joint facilities, nor does it replace the "Municipal Agreement" process for cooperative construction programs.

Maintenance
- Pavement striping
- Snow removal

Bridge
- *Construction Maintenance services including:*
- Bridge load ratings
- Bridge inspections
- Hydraulic data system support/management

- *Standards, Research and Governance services including:*
- Bridge standards and specifications development
- Bridge research
- Bridge construction, maintenance and hydraulic training

- *Bridge Construction and Maintenance services including:*
- Construction planning and programming
- Construction support
- Steel fabrication services
- Maintenance assistance

- *Bridge Design services including:*
- Preliminary bridge studies and plans
- Final bridge designs and plans
- Bridge construction estimating
- Hydraulic structure recommendation
- Consultant management

Land Management
- Appraisal services
- Legal services
- Eminent domain support
- Legal descriptions
- Geodetic surveying
- Photogrammetric mapping
- Platting
- Direct purchase

Electronic Telecommunication
- Electronic and telecommunications system design, installation and maintenance services.

Materials
- Pavement condition data
- Materials testing
- Box culvert inspection
- Pre-stress beams for county and city bridges

Sample resolution PREFERRED — TAKEN OFF CONTRACT ADMIN, WEBSITE

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, Mn/DOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City/County of _____ enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the [Board/Council].

2. That the proper [City/County] officers are authorized to execute such contract, and any amendments thereto.

3. That the [City/County] Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from Mn/DOT, and that the [City/County] Engineer may execute such work order contracts on behalf of the [City/County] without further approval by this [Board/Council].

Approved this ____ day of _____, 200__.

Attest:

By:_____

Title:_____

Date:_____
(cm rev. 12-5-07)

RESOLUTION NO. 5442

A RESOLUTION ENTERING INTO A MASTER PARTNERSHIP CONTRACT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

WHEREAS, the Minnesota Department of Transportation (MnDOT) wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and,

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes §§ 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City of Bemidji enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.

2. That the proper City officers are authorized to execute such contract, and any amendments thereto.

3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City without further approval by this Council.

The foregoing resolution was offered by Councilmember Erickson, who moved its adoption, and on due second by Councilmember Meuers, was passed by the following vote:

Ayes: Lehmann, Markeson, Hellquist, Johnson, Erickson, Downs, Meuers
Nays: None
Absent: None

Passed: November 5, 2007

ATTEST:

Kay M. Murphy, City Clerk

APPROVED:

Richard Lehmann, Mayor

CERTIFICATION

State of Minnesota)
)
County of Beltrami)

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the City Council of said City on November 5, 2007

City Clerk

AGENDA ITEM # 4

Request for Council Action

Date: March 3, 2010

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Michael S. Hedlund – Chief of Police MSH

RE: Calendar Parking/Street Maintenance

Background: Calendar Parking has been an ongoing issue for a number of years in East Grand Forks. In its current format it presents a variety of problems. A significant problem is consistency of enforcement. With the current format half of the city streets are covered on Monday, Wednesday and Friday and the other half are covered on Tuesday, Thursday and Saturday. The time for the calendar parking is from 7:30 AM until 12:00 Noon. To actually properly enforce this ordinance the police officers need to cover half of the city streets and issue parking tickets to all of the violators in just four and a half hours. This would be difficult under ideal circumstances and is nearly impossible when officers must also respond to the standard variety of calls for service.

Calendar parking, along with "snow emergency" parking enforcement is one of the topics that we receive the most complaints about at the Police Department and I know that is the case in the City Administrator's Office as well.

Recommendation: I am recommending that the city implement year round "Street Maintenance Parking" that would follow the schedule already in place for the Public Works Department's street sweeping program. This program would involve year round enforcement but would only cover one fifth of the city each day rather then half. I believe this would be easier for the citizens to keep track of and something that could be more effectively enforced.

Enclosures: Narrative of this proposal.

City of East Grand Forks – Street Maintenance Parking Proposal – Attachment
March 3, 2010

This proposal would entail amending the current city ordinances dealing with "calendar parking" and making them "street maintenance" parking. This specific proposal would entail year round enforcement but if the City Council preferred it could be run on the current "calendar parking" schedule of November 15 through March 15 (or some other variation thereof). The current system is essentially unenforceable. It involves half of the city streets being covered each day and enforcement being conducted six days a week. With our staffing levels it is simply not realistic to expect us to be able to conduct thorough and consistent enforcement of the current ordinance.

My proposal would involve "street maintenance" parking five days a week following the schedule that the Public Works Department currently uses for their street sweeping. This schedule is as follows: Mondays – District 4 – Point Area - East of Bygland Road, Tuesdays – District 5 – Point Area - West of Bygland Road, Wednesdays – District 2 – North End - South of 17th Street NW, Thursdays – District 1 – North End - North of 17th Street NW and Fridays – East and Central Areas. The downtown areas and parking lots are also currently done on Fridays in the early morning hours. The hours of enforcement and of the subsequent street cleaning would need to be determined if City Council chooses to move forward with this proposal.

This proposal would continue the "snow emergency" parking enforcement with one significant exception. At the present time officers ticket and tow vehicles that are in the way of the plows. This may or may not take place on streets that are scheduled for calendar parking that day. The resulting tow fees create multiple complaints from citizens. My proposal for future enforcement would involve the placement of 24 hour tow tags (essentially warning stickers) on vehicles that are parked in the way of the plows. The officers then return the following day and ticket and tow those vehicles that have not been moved. This type of enforcement would create some additional follow-up work for the plows but would generate far fewer complaints. This type of enforcement is also more consistent with the enforcement taken in Grand Forks which will also help to minimize complaints.

I believe that this type of enforcement will be more readily accepted by the public (each street is just enforced on one day a week so it is easier to remember) and it would also be able to be enforced more consistently. The actual daily enforcement could be conducted by either the Police Department or the Public Works Department (or some combination of both). In Grand Forks various components of the street maintenance enforcement is conducted by the police and others by the street department. The end result in Grand Forks was the issuance of approximately 8,000 parking tickets by both the street department and by the police department for a total of nearly 16,000 parking tickets issued in 2009.

I have had an initial meeting with Public Works officials and if Council approves this plan I will continue to meet with them to develop a new ordinance to be finalized by Mr. Galstad and presented to Council for formal approval.

Submitted by:

Michael S. Hedlund – Chief of Police