AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
MARCH 16, 2010
5:00 P.M.

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

"An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate."

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" for the East Grand Forks, Minnesota City Council of March 2, 2010.

2. Consider approving the minutes of the "Work Session" for the East Grand Forks, Minnesota City Council of March 9, 2010.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:
Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider adopting Resolution No. 10-03-30 a Resolution approving the plans and specifications and ordering advertisement for bids for "2009 Assessment Job No. 2 – Paving – 17th Ave. SE."

4. Consider adopting Resolution No. 10-03-31 a Resolution ordering improvement and preparation of plans and specifications for "2010 City Project No. 2 – Bygland Road Sidewalk."

5. Consider adopting Resolution No. 10-03-32 a Resolution ordering improvement and preparation of plans and specifications for "2010 City Project No. 3 – Central Avenue Reconstruction."

6. Consider adopting Resolution No. 10-03-33 a Resolution ordering improvement and preparation of plans and specifications for "2010 City Project No. 4 – Sanitary Sewer Improvements."

7. Consider adopting Resolution No. 10-03-34 a Resolution ordering improvement and preparation of plans and specifications for "2010 City Project No. 6 – Intersection Improvements."

8. Consider adopting Resolution No. 10-03-35 a Resolution to enter into a Master Partnership Contract with the Minnesota Department of Transportation.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS: NONE.

COMMUNICATIONS:

9. Promotion of Jeff Boushee to Assistant Fire Chief effective March 17, 2010.

10. Promotion of Kevin Boushee to Engineer effective March 17, 2010.

11. Hiring of Kevin Hanson as the new Mechanic to fill the vacancy starting March 22, 2010.

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

CLAIMS:

12. Consider adopting Resolution No. 10-03-36 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment for the goods referenced in check number 5649 for a total of $19,812.16 whereas Council Member Gregoire is personally interested financially in the contract.

13. Consider adopting Resolution No. 10-03-37 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 5698 for a total of $471.62 whereas Council Member Buckalew is personally interested financially in the contract.

14. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings:

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

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

Work Session – April 13, 2010 – 5:00 PM – Training Room

UNAPPROVED
MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, MARCH 2, 2010 – 5:00 PM

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for March 2, 2010 was called to order by Council President Dick Grassel at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; and Jim Richter, EDHA Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

"An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate." If you would like to address the City Council, please come up to the podium to do so.

Mr. Boppre presented the Minnesota Society of Professional Engineering "Seven Wonders of Engineering Award" to the City of East Grand Forks. He stated that the City also won the project of the year.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" for the East Grand Forks, Minnesota City Council of February 23, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE THE "REGULAR MEETING" FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF FEBRUARY 23, 2010.

Voting Aye: Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:
Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

Council Member DeMers asked about the Taxi Cab License and other licensing in the City. Ms French announced that the Yellow Cab, Co. met all requirements. She stated that there are many businesses within the community that are not licensed with the City. Ms French announced that she has been sending out letters to businesses who should obtain a City license; it's just a matter of enforcement.

2. Consider approving the application for a temporary on-sale liquor license for the Sacred Heart Church and School to be held April 17, 2010 at Sacred Heart Social Hall and contract with Liberty Lanes for intoxicating liquor services.

3. Consider approving the application for a Special Event for the Winter Triathlon from 10:00 a.m. to 2:00 p.m. on March 6, 2010.

4. Consider approving the application for a Special Event for the Grand Cities Art Fest on June 12, 2010 from 8:00 a.m. to 8:00 p.m. and June 13, 2010 from 8:00 a.m. to 8:00 p.m. and wave the Transient Merchant License Fee.

5. Consider approving the application for a Taxi Cab License to Yellow Cab, Co, 1010 4th Ave. NW, East Grand Forks, MN 56721.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE CONSENT MOTIONS NUMBER TWO (2) THROUGH FIVE (5) AS SUBMITTED.

Voting Aye: Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

6. The minutes of the East Grand Forks Campbell Library Board Meeting for February 23, 2010.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

7. Consider adopting Ordinance No. 310 3rd Series, an Ordinance of the City of East Grand Forks, Minnesota amending City Code Title XI Business Regulations Chapter 117 entitled "(Alcoholic Beverages" by adding Section 117.70 entitled Caterer's Permit; and by adopting by reference City Code Title I, Chapter 10 and Section 10.99 which, among other things, contain penalty provisions. (2nd Reading)

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADOPT ORDINANCE NO. 310 3RD SERIES, AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA AMENDING CITY CODE TITLE XI BUSINESS REGULATIONS CHAPTER 117 ENTITLED "(ALCOHOLIC BEVERAGES" BY ADDING SECTION 117.70 ENTITLED CATERER'S PERMIT; AND BY ADOPTING BY REFERENCE CITY CODE TITLE I, CHAPTER 10 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS. (2ND READING)

Voting Aye: *Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.*
Voting Nay: *None.*

8. Consider adopting Resolution No. 10-03-25 a Resolution to add a City fees for the Caterers Permit.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 10-03-25 A RESOLUTION TO ADD A CITY FEES FOR THE CATERERS PERMIT.

Council Member DeMers asked how the $200 fee was established. Mr. Huizenga stated that he doubled the temporary liquor license fee. Since the Caterers Permit cannot be restricted, we can set a fee.

Voting Aye: *Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.*
Voting Nay: *None.*

9. Consider adopting Resolution No. 10-03-26 a Resolution to reject the governor's supplemental budget cuts to local government aid.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADOPT RESOLUTION NO. 10-03-26 A RESOLUTION TO REJECT THE GOVERNOR'S SUPPLEMENTAL BUDGET CUTS TO LOCAL GOVERNMENT AID.

Mayor Stauss stated that every action should have a reaction. The City may need to look at cutting services and programs and/or increase fees and taxes. He stated that the Governor needs to look at other options rather than cutting more Local Government Aid. Council Member Tweten stated that the Governor has gone way too far with Cities. Mr. Huizenga explained the resolution.

Voting Aye: Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

10. Consider adopting Resolution No. 10-03-27 a Resolution to approve the filing of plans and specifications and ordering advertisement for bids for 2010 City Project No. 1 – Curb, Gutter, and Paving – 23rd Street NW, once the City receives MnDot concurrence to advertise for the project based on the Jobs Bill.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 10-03-27 A RESOLUTION TO APPROVE THE FILING OF PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR 2010 CITY PROJECT NO. 1 – CURB, GUTTER, AND PAVING – 23RD STREET NW, ONCE THE CITY RECEIVES MNDOT CONCURRENCE TO ADVERTISE FOR THE PROJECT BASED ON THE JOBS BILL.

Council Member Gregoire asked Mr. Boppre if there were going to be sidewalks along 23rd Street. Mr. Boppre stated that there will be a 10 foot multi-purpose path. Discussion occurred regarding the timeline for this project.

Voting Aye: Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

11. Consider adopting Resolution No. 10-03-28 a Resolution to support the Mayor's efforts to craft a new agreement with the Minnesota Department of Natural Resources for operational assistance and/or state takeover of lands along the Red River.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 10-03-28 A RESOLUTION TO SUPPORT THE MAYOR'S EFFORTS TO CRAFT A NEW AGREEMENT WITH THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR OPERATIONAL ASSISTANCE AND/OR STATE TAKEOVER OF LANDS ALONG THE RED RIVER.

Council Member Pokrzywinski thanked the Mayor for all his efforts on the Red River State Recreation Area.

Voting Aye: Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

12. Consider approving the Towing Service Agreement with Grand Cities Towing and Stuart's Towing and the City of East Grand Forks for a term commencing March 3, 2010 and terminating March 3, 2012.

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE THE TOWING SERVICE AGREEMENT WITH GRAND CITIES TOWING AND STUART'S TOWING AND THE CITY OF EAST GRAND FORKS FOR A TERM COMMENCING MARCH 3, 2010 AND TERMINATING MARCH 3, 2012.

Voting Aye: *Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.*
Voting Nay: *None.*

13. Consider approving the AFSCME Council 65 Labor Agreement from January 1, 2010 through December 31, 2012.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE THE AFSCME COUNCIL 65 LABOR AGREEMENT FROM JANUARY 1, 2010 THROUGH DECEMBER 31, 2012.

Voting Aye: *Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.*
Voting Nay: *None.*

CLAIMS:

14. Consider adopting Resolution No. 10-03-29 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 5570 for a total of $376.19 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 10-03-29 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 5570 FOR A TOTAL OF $376.19 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: *Pokrzywinski, DeMers, Grassel, Tweten, Gregoire, and Leigh.*
Voting Nay: *None.*
Abstain: *Buckalew.*

15. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

Advanced Business Methods Inc	Copier Lease	$153.71
Aker Dave	Mileage Reimb/Postage Reimb	$232.90
Alltel	Phone Service	$393.55
American Tire Service	Flat Repair	$54.93
Ameripride Linen & Apparel Services	Cleaning Supplies/Services	$301.28
Baron's Upholstery	Arm Pads For Chairs	$322.03
Becker Arena Products Inc	Board Brush/Cloth/Hockey Nets	$732.00

Bender Betty	Artist Payment	$200.00
Blue Cross Blue Shield of ND	EDHA Insurance	$4,977.20
Brodart Co	Books	$245.50
Cardmember Service	Library Equip Knight Grant	$4,003.59
CDW Government Inc	Library Equip Knight Grant	$12,047.00
CENGAGE Learning	Books	$152.66
Claitor's Law Book & Publishers	Book	$53.12
Cole Papers Inc	Supplies	$326.84
Demco Educational Corp	Material Processing	$102.92
DeMers Marc	Meal Reimb/Leg Action Day/M Demers	$78.00
Digi Key Corp 590699	Wiring For Proj & Audio Systems	$53.53
Direct USA Online	Ref Books	$889.00
Eagle Electric	Replace Amp Fuse/Wall Fixture/Flag Pole Lights	$5,571.21
Egeland Bobbie	Gas Reimb	$42.00
Explorer Post #38	Squad Car Cleaning	$50.00
Exponent	Admin Assist Ad/PW Employment Ad	$273.00
Flaherty & Hood PA	Jan 2010 Services	$124.16
Floan Sanders	Prof Services 1/27/10 - 2/13/10	$21,515.10
Forx Radiator	Fuel Tank #412	$135.00
G&K Services	Mats	$179.19
Gale	Books	$70.11
GF Fire Equipment	Extinguisher Maint	$39.41
GF Herald	Subscription 2/27/10 - 2/27/11	$387.92
GGF Convention & Visitors Bureau	Jan 2010 Lodging Tax CR 86357	$262.24
Grand Cities Towing	Towing	$255.00
Grassel Richard	Reimb Meal/Mileage/Leg Action Day/Int Gov Retreat	$512.14
Hajicek Rick	Cleaning 2/8/10-2/12/10	$133.00
Hardware Hank	Maint Supplies	$376.19
Hearn Jason	Reimb Gas	$144.00
Heartland Paper	Cleaner/Disinfectant	$263.82
History Education	DVD's	$300.00
Holiday Credit Office	EDHA Fuel Jan/Feb/ PD Fuel	$229.33
Hugo's	Supplies	$42.37
Huizenga Scott	Meal Reimb/CGMC Leg Day/Int Gov Retreat	$100.07
Josh Jones	Music Editing	$120.00
Lithia Payment Processing	Tail Lights	$168.77
Lunseth Plumbing & Heating	Cleaned Intake On Heaters	$55.00
M-B Companies Inc	Brooms	$760.55
Marco Inc	Usage Fees	$285.83
MBPTA	2010 Membership Jennifer Bushee	$50.00
McDonald's of EGF	Prisoner Meals	$17.37
Micro-Marketing LLC	Books	$139.79
Midcontinent Communications	Cable Sunshine Terrace/Senior Center	$785.77

Mike's Pizza	Meal For Meeting	$63.62
MN Dept of Revenue VOID****VOID****VOID***	Sales & Use Tax Jan 2010	$228.00
MN Rec & Park Association	MRPA 2010 Conference/Dave Aker	$289.00
MN Secretart of State - Notary	Notary Fees/M.French	$100.00
Northern Lights Figure Skating	Reimb Bus Fees Maplewood	$700.00
O'Reilly Auto Parts	Maint Supplies	$512.71
Oulette Sue	Artist Fee	$200.00
Pesch Dale	Gas Reimb	$73.00
Piche Tom	Gas Reimb	$42.00
Praxair Distribution	Work Gloves	$468.52
Premier Distributors Inc	Grout Grabber/Supplies	$144.09
Quality Flow Systems Inc	Sump Pump Repair	$1,120.97
Quill Corp	Office Supplies	$848.44
Qwest	Phone Service	$2,252.76
Qwest Communication	Util Relocation Phase 4 Reach 2	$32,179.63
Rich Swangler Auto LLP	94 Chevy Drivers Seat	$50.00
Shanon & Amy Ray & Alerus Financial	Deffered Loan Repayment Agreement	$5,000.00
Stauss Lynn	Int Gov Ret/Leg Action Day	$486.25
Streichers	Uniforms/Patrol	$115.50
Surface Specialists of NW Minnesota	ST Unit #308	$150.00
Surplus Center	Mats	$95.89
Thomas Bouregy & Co	Books	$139.50
Tiger Direct.com	DVD/VCR For Projection AV Box	$174.80
True Temp	Htg Rpr/ Furnace Fuse/Rpr Wire/Air Filter RTU's	$518.93
Ultramax	Ammo	$1,139.00
United States Post Office	Bulk Mail	$360.00
US Hockey	Coach Fees	$30.00
Valley Truck	Repair Parts	$28.84
Veit & Company Inc	Cleaning & Televising 10th St NW	$3,184.00
Vermeer Sales & Service	Chipper	$27,320.46
Vossler Ronald J	Artist Fee	$200.00
Water & Light Department	Monthly Service	$41,075.01
Winnelson	Spring Rod Kit/Toilet Lever	$117.56
Ziegler	Equip Rental Jan 2010	$15,277.78
	Total	**$193,394.36**

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER LEIGH, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

Voting Aye: Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

COUNCIL/STAFF REPORTS:
Council Member Leigh announced his frustration with the media regarding the projects that the government is looking at. He stated that he is also concerned as a tax payer.

Mr. Boppre stated that he will have a PowerPoint presentation on the Grand Forks/East Grand Forks potential sewer on the March 23rd work session.

Mr. Gust informed City Council that there will be another flood meeting Monday, March 8th at 10:00 a.m.

Mr. Aker announced that five hockey teams will participate in Regions this week. He thanked Council President Grassel and Mr. Huizenga for participating in the soup contest.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADJOURN THE MARCH 2, 2010 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:32 P.M.

Voting Aye: Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.
Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

UNAPPROVED
WORK SESSION MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, MARCH 9, 2010 – 5:00 PM

CALL TO ORDER

The Work Session of the East Grand Forks City Council for March 9, 2010 was called to order by Council President Dick Grassel at 5:02 P.M.

CALL OF ROLL

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Dick Grassel, Council Vice President Henry Tweten, Council Members Marc DeMers, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT: DO NOT READ

Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.

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)**

Mr. Boppre briefly explained the projects and where the funding would come from. These projects will be referred to City Council for action.

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

Mr. Boppre stated that this is the paving portion of 17th St. SE. Council Member Leigh discussed planting evergreens.

3. **Master Partnership Contracts – Greg Boppre**

Mr. Boppre announced that this is a partnership contract with the State of Minnesota and the City of East Grand Forks. This item will be referred to City Council for action.

4. Calendar Parking/Street Maintenance – Mike Hedlund

Mr. Hedlund stated that the current ordinance is hard to enforce with the amount of staff on duty. He would like to see it broken up into five areas based on the wards and continue as is when the City has a snow emergency. Discussion occurred regarding ticketing and towing of vehicles. Mr. Wachter stated that during a snow emergency, he would like to see the vehicles towed without a warning on major streets; the vehicles need to be moved immediately.

Council Member DeMers stated that he is in favor of snow removal by wards and he agreed with Mr. Wachter about the snow emergencies. Council Member Leigh would like to see this enforced year around but it may raise an issue with recreational vehicles parked on the streets. Council President Grassel stated that it will be difficult for ward 2 because many homes do not have off street parking.

Discussion occurred regarding the school areas. Mr. Wachter stated that snow removal is done when the students don't have school. Mr. Huizenga stated that the only issue that we have with calendar parking/street maintenance is getting the word out. He announced that one day a week will be easier to communicate. This ordinance will be brought to City Council once revisions are made.

5. Other

Council Vice President Tweten stated that people are going to need assistance when filling out the census information. He suggested that the Senior Center and the Water & Light Department should send out information. Council President Grassel informed City Council that a committee is already working on this.

Mr. Huizenga stated that he will be out next week at a conference Tuesday through Friday. He also informed City Council that the City Code books are close to completion and will need to be adopted soon. He asked City Council to bring their code books to the Administration Office to be updated.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE MARCH 9, 2010 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:41 P.M.

Voting Aye: *DeMers, Grassel, Tweten, Leigh, and Pokrzywinski,*
Voting Nay: *None.*
Absent: *Buckalew and Gregoire.*

_____
Scott Huizenga, City Administrator/Clerk-Treasurer

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

RESOLUTION NO. 10 – 03 - 30

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

Council Member ___, supported by Council Member ___, introduced the following resolution and moved its adoption:

WHEREAS, pursuant to a resolution passed by the council on March 16, 2010 the city engineer (consulting engineer retained for the purpose) has prepared plans and specifications for the improvement of 2009 Assessment Job No. 2 – Paving – 17th Ave. SE and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

2. The City Administrator shall prepare and cause to be inserted in the official paper and in Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 14 days, shall specify the work to be considered by the council at 5:00 p.m. on April 20, 2010 in the Council Chambers of the East Grand Forks City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of East Grand Forks for 5% percent of the amount of such bid.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed. Passed: March 16, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of March, 2010.

Mayor

RESOLUTION NO. 10 – 03 - 31

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS & SPECIFICATIONS

Council Member ____, supported by Council Member ____, introduced the following resolution and moved its adoption:

WHEREAS, a resolution of the city council adopted the 16th day of March, 2010, to 2010 City Project No. 2 - Bygland Road Sidewalk;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS, MINNESOTA:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.

2. Such improvement is hereby ordered as proposed in the council resolution adopted 16th day of March, 2010.

3. FS Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

4. Funding will be available through Safe Routes to School Program. The City is responsible for soft costs only.

5. The City Council declares its official intent to reimburse itself for the excess costs of the improvement from the proceeds of a tax exempt bond if necessary.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed. Passed: March 16, 2010

Attest:

_____ _____
City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this 16th of March, 2010.

_____
Mayor

RESOLUTION NO. 10 – 03 - 32

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS & SPECIFICATIONS

Council Member ____, supported by Council Member ____, introduced the following resolution and moved its adoption:

WHEREAS, a resolution of the city council adopted the 16th day of March, 2010, to 2010 City Project No. 3 – Central Avenue Reconstruction;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS, MINNESOTA:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.

2. Such improvement is hereby ordered as proposed in the council resolution adopted 16th day of March, 2010.

3. FS Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

4. Funding will be available through a transfer from the General Fund.

5. The City Council declares its official intent to reimburse itself for the excess costs of the improvement from the proceeds of a tax exempt bond if necessary.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed. Passed: March 16, 2010

Attest:

_____ _____
City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this 16th of March, 2010.

_____
Mayor

RESOLUTION NO. 10 – 03 - 33

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS & SPECIFICATIONS

Council Member ____, supported by Council Member ____, introduced the following resolution and moved its adoption:

WHEREAS, a resolution of the city council adopted the 16th day of March, 2010, to 2010 City Project No. 4 – Sanitary Sewer Improvements;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS, MINNESOTA:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.

2. Such improvement is hereby ordered as proposed in the council resolution adopted 16th day of March, 2010.

3. FS Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

4. Funding will be available through the Sanitary Sewer Fund.

5. The City Council declares its official intent to reimburse itself for the excess costs of the improvement from the proceeds of a tax exempt bond if necessary.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed. Passed: March 16, 2010

Attest:

_____ _____
City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this 16th of March, 2010.

_____
Mayor

RESOLUTION NO. 10 – 03 - 34

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS & SPECIFICATIONS

Council Member ____, supported by Council Member ____, introduced the following resolution and moved its adoption:

WHEREAS, a resolution of the city council adopted the 16th day of March, 2010, to 2010 City Project No. 6 – Intersection Improvements (1st Street SE/3rd Avenue SE);

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS, MINNESOTA:

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.

2. Such improvement is hereby ordered as proposed in the council resolution adopted 16th day of March, 2010.

3. FS Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

4. Funding will be available mainly through a reimbursement basis on the restoration of the flood-damaged intersection through FEMA.

5. The City Council declares its official intent to reimburse itself for the excess costs of the improvement from the proceeds of a tax exempt bond if necessary.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed. Passed: March 16, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of March, 2010.

Mayor

RESOLUTION NO. 10 – 03 - 35

Council Member ____, supported by Council Member ____, introduced the following resolution and moved its adoption:

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 Statues 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 of East Grand Forks enter into a Master Partnership with the Minnesota Department of Transportation, a copy of which as before the 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 Mn/DOT, and that the City Engineer may execute such work order contracts on behalf of the City without further approval by this Council.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed. Passed: March 16, 2010

Attest:

_____ _____

City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this 16th of March, 2010.

_____

Mayor

AGENDA ITEM # 8

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).

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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

AGENDA ITEM # 9-10

Request for Council Action

Date: 3/10/2010

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: Randy Gust, Fire Chief

RE: Promotions

Background: The Fire Department had permission to promote personnel to fill the vacancy left open when Mel Hoverson retired. The promotional process has been completed and I have made a choice. Jeff Boushee earned the Assistant Chief position with Kevin Boushee earning the Engineer position.

Promotions to be effective March 17, 2010.

Recommendation: Allow Fire Chief to promote both employees.

AGENDA ITEM # 11

Request for Council Action

Date: 3/10/10

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: John Wachter

RE: Mechanic - Kevin Hanson

Background and supporting documentation of request:

Hire Kevin Hanson for mechanic position at the starting rate according to labor agreement effective March 22, 2010.

RESOLUTION NO. 10 – 03 - 36

Council Member ___, reported by Council Member ___, introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased the following goods from Bert's Truck Equipment:

Date	Invoice	Description	Total Amount
3-16-10	42081	Fix Ladder on #614	$400.50
3-16-10	42117	Snow Box #150	$19,411.66

WHEREAS, Wayne Gregoire, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.

2. It is hereby determined that the total price of $19,812.16 on check number 5649 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.

3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.

4. Resolution passed by unanimous vote of the council on March 16, 2010.

Voting Aye: DeMers, Grassel, Buckalew, Tweten, and Leigh.
Voting Nay: None.
Abstain: Gregoire.
Absent: Pokrzywinski.

The President declared the resolution passed.

Passed: March 16, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of March, 2010.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Wayne Gregoire, being duly sworn states the following:

1. I am 5th Ward Council Member of the City of East Grand Forks.

2. The following goods were furnished to the City of East Grand Forks by Bert's Truck Equipment:

Date	Invoice	Description	Total Amount
3-16-10	42081	Fix Ladder on #614	$400.50
3-16-10	42117	Snow Box #150	$19,411.66

3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.

4. Resolution passed by unanimous vote of the council on March 16, 2010.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

_____
(Signature of Official)

RESOLUTION NO. 10 – 03 – 37

Council Member ___, supported by Council Member ___, introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 5698 for a total of $471.62.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.

2. It is hereby determined that the total price of $471.62 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.

3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.

4. Resolution passed by unanimous vote of the council on March 16, 2010.

Voting Aye:
Voting Nay: None.
Abstain: Buckalew.

The President declared the resolution passed.

Passed: March 16, 2010

Attest:

_____ _____

City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this 2nd of March, 2010.

_____

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Craig Buckalew, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.

2. The City of East Grand Forks check number 5698 for a total of $471.62.

3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.

4. Resolution passed by unanimous vote of the council on March 16, 2010.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

_____
(Signature of Official)

Accounts Payable

Check Register Totals Only

User: ejohnson
Printed: 3/10/2010 - 2:40 PM

City of East Grand Forks
P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
5638	03/16/2010	ACM001	Acme Electric Companies	281.84	0
5639	03/16/2010	ACS001	ACS Government Sys Inc	633.13	0
5640	03/16/2010	ADV001	Advanced Business Methods Inc	159.73	0
5641	03/16/2010	ALB001	Albrecht Manufacturing	1,054.96	0
5642	03/16/2010	AME002	American Tire Service	12.00	0
5643	03/16/2010	AME005	Ameripride Linen & Apparel Services	557.42	0
5644	03/16/2010	AQU001	Aqua Water Solutions	50.35	0
5645	03/16/2010	AUT001	Auto Glass & Aftermarket Inc	24.00	0
5646	03/16/2010	BAB002	Babe Ruth League	472.00	0
5647	03/16/2010	BAR005	Barnes Distribution	435.81	0
5648	03/16/2010	BAT001	Batteries Plus	85.48	0
5649	03/16/2010	BER001	Bert's Truck Equipment	19,812.16	0
5650	03/16/2010	BES002	Best Western Kelly Inn St Paul	854.48	0
5651	03/16/2010	BOB001	Bobcat of Grand Forks	6,485.00	0
5652	03/16/2010	BRA001	Brady Martz & Associates	2,100.00	0
5653	03/16/2010	BRI003	Brite-Way Window Cleaning	50.00	0
5654	03/16/2010	BRO009	Christopher Brown	25.00	0
5655	03/16/2010	C&R001	C&R Laundry & Cleaners	473.73	0
5656	03/16/2010	CAN001	Canon Financial Services	167.10	0
5657	03/16/2010	CBC001	CBCS	25.00	0
5658	03/16/2010	CDW001	CDW Government Inc	1,029.33	0
5659	03/16/2010	COA001	Coalition of Greater MN Cities	260.00	0
5660	03/16/2010	COL002	Cole Papers Inc	388.74	0
5661	03/16/2010	COU003	Country Inn St.Paul East	299.96	0
5662	03/16/2010	CRE001	Creative Product Source Inc	97.66	0
5663	03/16/2010	CUM001	Cummins NPower LLC	806.72	0
5664	03/16/2010	CUS002	Custom Stripes Inc	160.00	0
5665	03/16/2010	DAK006	Dakota TV & Appliance	868.88	0
5666	03/16/2010	DAV001	Dave's Snow Removal	180.00	0
5667	03/16/2010	DEZ001	Julie Deziel	116.37	0
5668	03/16/2010	DIA001	Richard Papenfuss Diamond Cleaning	310.11	0
5669	03/16/2010	DIG002	Digital-Ally Inc	225.50	0
5670	03/16/2010	DOC001	Docu Shred Inc	87.08	0
5671	03/16/2010	EAG001	Eagle Electric	168.00	0
5672	03/16/2010	EME004	Emergency Automotive Technologies	586.50	0
5673	03/16/2010	EXP003	Explorer Post #38	30.00	0
5674	03/16/2010	EXP002	Exponent	116.00	0
5675	03/16/2010	FAM001	Family Institute	340.00	0
5676	03/16/2010	FAS001	Fastenal Company	204.36	0
5677	03/16/2010	FED002	FedEx	44.46	0
5678	03/16/2010	FER001	Ferrellgas	349.06	0
5679	03/16/2010	FIL001	Filter Care	223.10	0
5680	03/16/2010	FIS002	Jake Fisher	50.00	0
5681	03/16/2010	FIS001	Ronald Fisher	50.00	0
5682	03/16/2010	FLA001	Flaherty & Hood PA	668.93	0
5683	03/16/2010	FLA002	Flat Plains Services Inc	810.00	0
5684	03/16/2010	FOR009	Forx Builders Association	320.00	0
5685	03/16/2010	FRE002	Fred Pryor Seminars/Career Track Ret	297.00	0
5686	03/16/2010	G&K001	G&K Services	169.51	0
5687	03/16/2010	GAF001	Gaffaneys	55.68	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
5688	03/16/2010	GAL005	Randy Galstad	116.00	0
5689	03/16/2010	GAL003	Galstad Jensen & McCann PA	8,951.50	0
5690	03/16/2010	GEO001	George's Quick Printing	112.22	0
5691	03/16/2010	GFC001	GF City Utility Billing	11,514.75	0
5692	03/16/2010	GFF001	GF Fire Equipment	157.50	0
5693	03/16/2010	GFH002	GF Herald	802.20	0
5694	03/16/2010	GFW001	GF Welding & Machine	20.25	0
5695	03/16/2010	GGF001	GGF Convention & Visitors Bureau	975.22	0
5696	03/16/2010	GRA004	Grand Cities Towing	45.00	0
5697	03/16/2010	HAJ002	Rick Hajicek	275.50	0
5698	03/16/2010	HAR001	Hardware Hank	471.62	0
5699	03/16/2010	HEA001	Heartland Paper	2,488.63	0
5700	03/16/2010	HEN001	Henke - Alamo Group Company	1,649.61	0
5701	03/16/2010	HOM001	Home of Economy	91.66	0
5702	03/16/2010	IND002	Indigo Signworks	80.06	0
5703	03/16/2010	INP001	Inprints Screenprinting	240.00	0
5704	03/16/2010	INT003	Integra Telecom	171.51	0
5705	03/16/2010	INT004	International Code Council	100.00	0
5706	03/16/2010	JLG001	JLG Architects	4,675.50	0
5707	03/16/2010	JOH007	Tom Johnson	50.00	0
5708	03/16/2010	KAR001	Kar Products	237.88	0
5709	03/16/2010	KEL001	Kellermeyer Building Service	2,671.88	0
5710	03/16/2010	KNU001	Knutson Printing Company	330.00	0
5711	03/16/2010	KOV001	Stuart Kovar	118.00	0
5712	03/16/2010	LAR006	Carylon Larson	50.00	0
5713	03/16/2010	LEA001	League of MN Cities	60.00	0
5714	03/16/2010	LEA002	League of MN Cities	948.00	0
5715	03/16/2010	LIT001	Lithia Payment Processing	332.94	0
5716	03/16/2010	LUM001	Lumber Mart	31.37	0
5717	03/16/2010	M&W001	M&W Services	300.00	0
5718	03/16/2010	MAC002	MacQueen Equipment	4,552.24	0
5719	03/16/2010	MAN001	Michelle Manias	121.50	0
5720	03/16/2010	MCD001	McDonald's of EGF	18.56	0
5721	03/16/2010	MEN001	Menards	108.25	0
5722	03/16/2010	MER001	Meritcare	106.50	0
5723	03/16/2010	MPO001	Metropolitan Planning Organization	6,740.24	0
5724	03/16/2010	MIK001	Mike's Pizza	63.62	0
5725	03/16/2010	MIN006	Minnesota's Bookstore	196.60	0
5726	03/16/2010	MNC004	MN Chief of Police Association	480.00	0
5727	03/16/2010	MND009	MN Drivers & Vehicle Services	15.50	0
5728	03/16/2010	MVT002	MVTL Laboratories Inc	1,299.20	0
5729	03/16/2010	NEL006	Katie Nelson	332.41	0
5730	03/16/2010	NEW001	Newman Signs	1,580.00	0
5731	03/16/2010	NOR004	Northern Plumbing Supply	6.19	0
5732	03/16/2010	ORE001	O'Reilly Auto Parts	177.02	0
5733	03/16/2010	ODL001	Odland Fitzgerald Reynolds & Harbot	288.00	0
5734	03/16/2010	OLS001	Chris Olson	121.50	0
5735	03/16/2010	OPP001	Opp Construction	14,672.00	0
5736	03/16/2010	ORC002	Richard Orchard	572.54	0
5737	03/16/2010	PAM001	Pamida	21.00	0
5738	03/16/2010	POL004	Polk County Recorder	100.00	0
5739	03/16/2010	PRA001	Praxair Distribution	173.40	0
5740	03/16/2010	PRE001	Premium Waters Inc	97.12	0
5741	03/16/2010	QUI001	Quill Corp	78.38	0
5742	03/16/2010	QWE001	Qwest	173.59	0
5743	03/16/2010	RDO001	RDO Powerplan OIB	1,979.67	0
5744	03/16/2010	RED001	Red River Snowmobile Club	4,703.48	0
5745	03/16/2010	RIC003	Rice Lake Construction Group	4,650.00	0
5746	03/16/2010	RIC001	James Richter	2,482.60	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
5747	03/16/2010	ROY001	Royal Chemical	543.83	0
5748	03/16/2010	SOL001	Bill Solem	121.50	0
5749	03/16/2010	STA004	Lynn Stauss	43.89	0
5750	03/16/2010	STE007	Matt Stengl	38.87	0
5751	03/16/2010	SUN002	Sun Dot Communications	138.49	0
5752	03/16/2010	TIG001	Tiger Direct.com	3,436.89	0
5753	03/16/2010	TON002	Tony Anderson Construction	2,043.00	0
5754	03/16/2010	TON001	Tony Dorn Inc	180.69	0
5755	03/16/2010	TRU001	True Temp	2,058.21	0
5756	03/16/2010	TRY001	Try-County Refrigeration	75.00	0
5757	03/16/2010	BAR008	Tyler & Tom Barrette	5,000.00	0
5758	03/16/2010	ULT001	Ultramax	574.00	0
5759	03/16/2010	USB002	US Bank Trust N.A.	2,587.50	0
5760	03/16/2010	USB003	US Bearings & Drives	0.00	0
5761	03/16/2010	VAL001	Valley Petroleum Equipment	97.48	0
5762	03/16/2010	VAL002	Valley Truck	91.77	0
5763	03/16/2010	VIL001	Vilandre Heating & A/C	73.46	0
5764	03/16/2010	PET005	W.D. Larson Companies LTD Inc	106.46	0
5765	03/16/2010	WAS001	Waste Mgmt	28,439.55	0
5766	03/16/2010	WAS002	Wastequip	9,132.47	0
5767	03/16/2010	WAT001	Water & Light Department	43,351.35	0
5768	03/16/2010	WIZ001	Wizard's Enterprises Inc.	490.00	0
5769	03/16/2010	WOL002	Beth Wold	25.00	0
5770	03/16/2010	XCE001	Xcel Energy	23,494.45	0
5771	03/16/2010	XER001	Xerox Corporation	21.79	0
			Check Total:	249,217.70	