

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #00153**  
**Faribault Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 4375 204<sup>th</sup> St. E in the City of Faribault, which is more fully described in Exhibit A2, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Faribault Communications Facility located in the County of Rice, Minnesota, more fully described on attached Exhibit A2.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 31, 2021



- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

### 3. USE

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in Exhibit B1, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in Exhibit B2 and conform to the installation instructions in Exhibit B3.
- 3.4 DOC may not add additional equipment or antennas from that described in Exhibit B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

### 4. ELECTRICAL SERVICES FEE

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
  - 1 to 2 Stations = \$300.00 per year
  - 3 to 4 Stations = \$400.00 per year
  - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in Exhibit C attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in Exhibit C, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.



## 7. DUTIES OF DOC

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.  
  
DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.
10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

#### **LIST OF EXHIBITS**

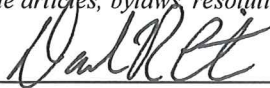
- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Site Layout
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement




DOC:

MINNESOTA DEPARTMENT OF  
CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By 

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

Title:   
(Print or type)

Date 10/24/11

By \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

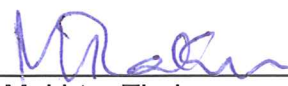
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Mukhtar Thakur

Title: Director

Date OCT 12, 2011



**UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
ANTENNA STRUCTURE REGISTRATION**



OWNER: MINNESTOA, STATE OF

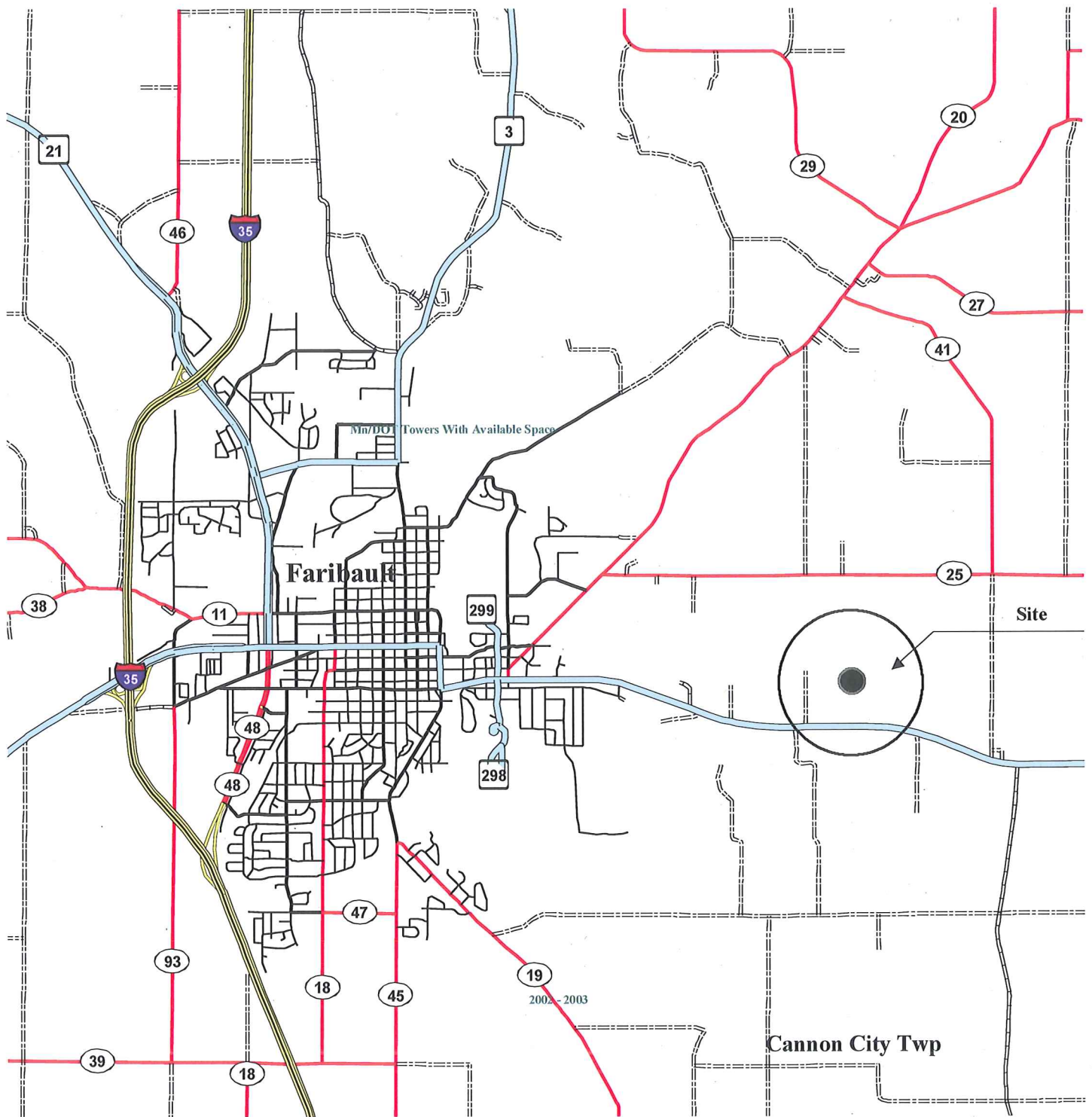
FCC Registration Number (FRN): 0002608115

ATTN: ROBERT PRUDHOMME MINNESTOA, STATE OF 395 JOHN IRELAND BLVD., MS730 ST. PAUL, MN 55155			<b>Antenna Structure Registration Number</b>  1022878
			<b>Issue Date</b>  10-24-2007
<b>Location of Antenna Structure</b> 4375 204TH ST FARIBAULT, MN			<b>Ground Elevation (AMSL)</b>  362.7 meters
			<b>Overall Height Above Ground (AGL)</b>  103.6 meters
<b>Latitude</b> 44-17-28.0 N	<b>Longitude</b> 093-12-41.0 W	<b>NAD83</b>	<b>Overall Height Above Mean Sea Level (AMSL)</b>  466.3 meters
<b>Painting and Lighting Requirements:</b> FAA Chapters 3, 4, 5, 9 Paint and Light in Accordance with FAA Circular Number 70/7460-1H			
<b>Conditions:</b>			

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.



**LOCATION MAP  
EXHIBIT A2**

Faribault Tower TEC202

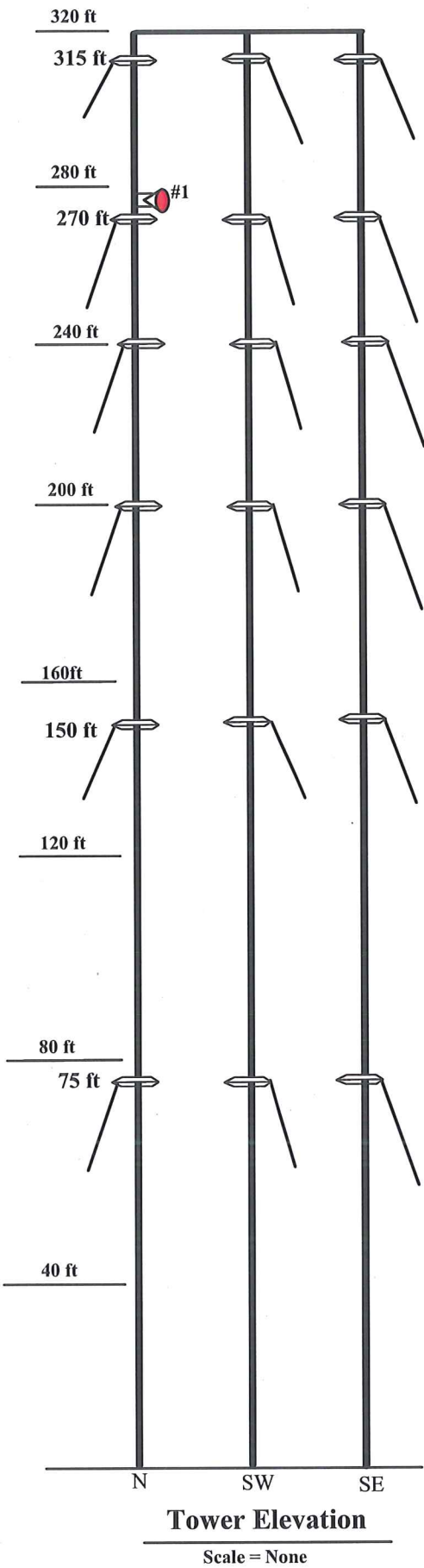
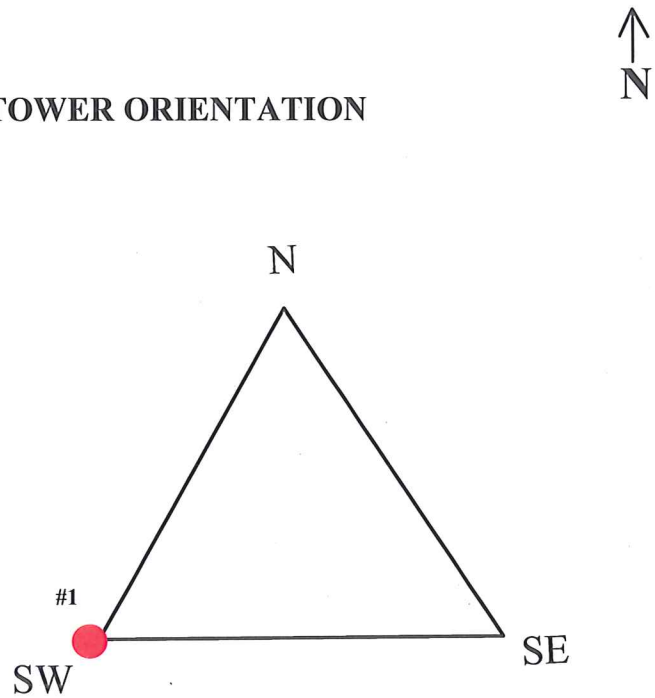
4375 204th Street  
Faribault, MN

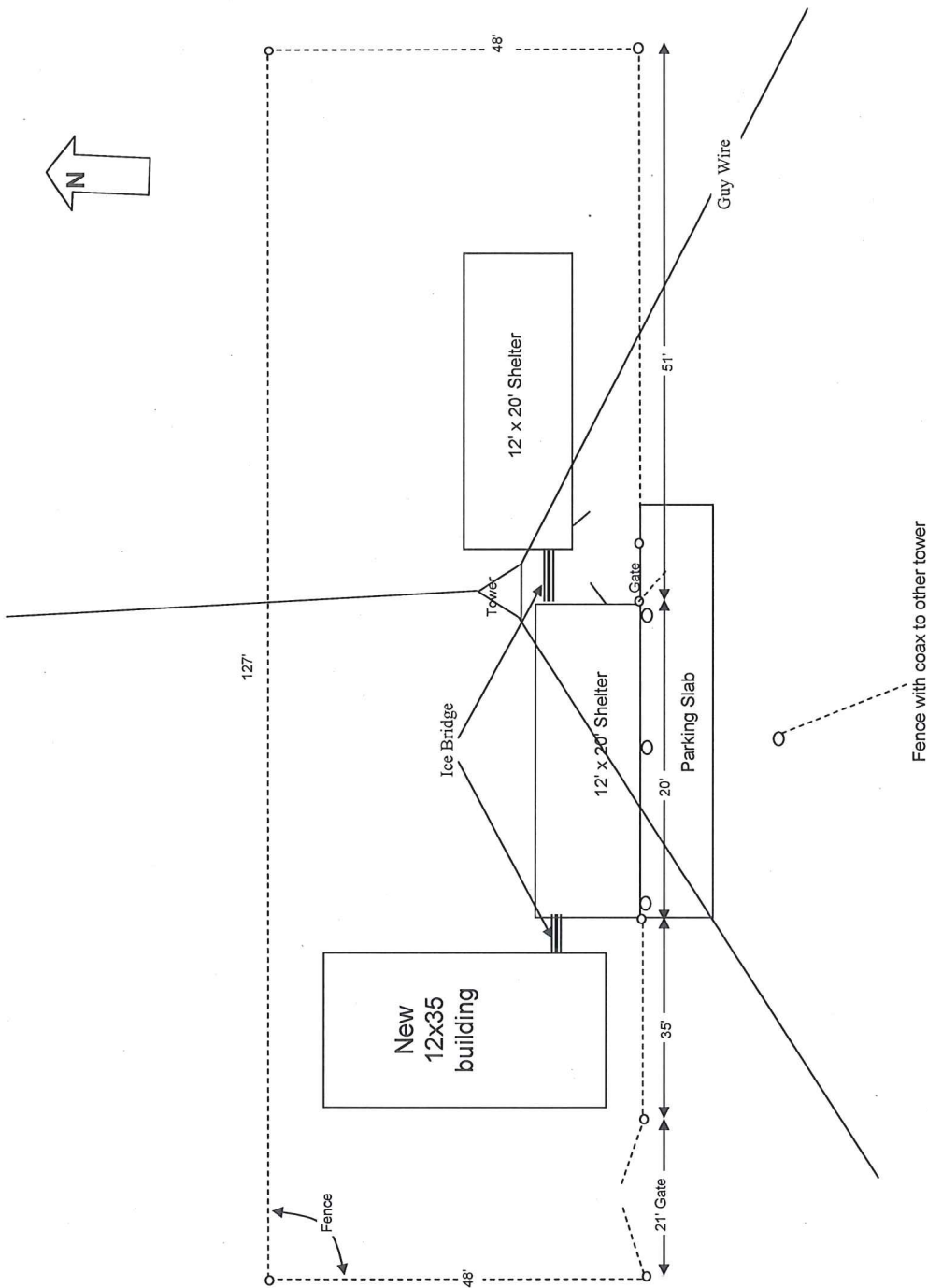
SW of the NE Quarter, Section 34  
T110N, R20W, Cannon City Township  
Rice County, Minnesota



ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Andrew VHLP800-11	276'	Leg SW	EW-90
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.		Description		
MNI		MX I 11G 6MB 2.5M SP		
FREQUENCY INFORMATION				
Transmit = 11,623.75		Receive =11,133.75		Tone/Code = N/A

TOWER ORIENTATION





Faribault Tower -- Exhibit A 3	Minn. Dept. of Transportation
Lease = NONE	Date: December 11, 2008

Exhibit B2

### **Installation Instructions**

#### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Marshall Robeck  
(507) 446-5539  
(507) 456-7667 Cellular



**"Site Access"**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the Faribault Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor

Marshall Robeck

(507) 446-5539

(507) 456-7667 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 00153  
Dept. of Corrections  
Faribault Tower

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #00159**  
**St. Cloud Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 3725 12<sup>th</sup> St. N in the City of St. Cloud, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

Mn/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's St. Cloud Communications Facility located in the County of Stearns, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

### 3. USE

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in Exhibit B1, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in Exhibit B1 and conform to the installation instructions in Exhibit B2.
- 3.4 DOC may not add additional equipment or antennas from that described in Exhibit B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

### 4. ELECTRICAL SERVICES FEE

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this



Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

5. **TERMINATION**

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

## **7. DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in Exhibit C "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200



- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

**LIST OF EXHIBITS**

EXHIBIT A: Location Map

EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF  
CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By 

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

Title: 

(Print or type)

Date 10/24/11

By \_\_\_\_\_

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

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

(Print or type)

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

By \_\_\_\_\_

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

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

(Print or type)

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

Mn/DOT:

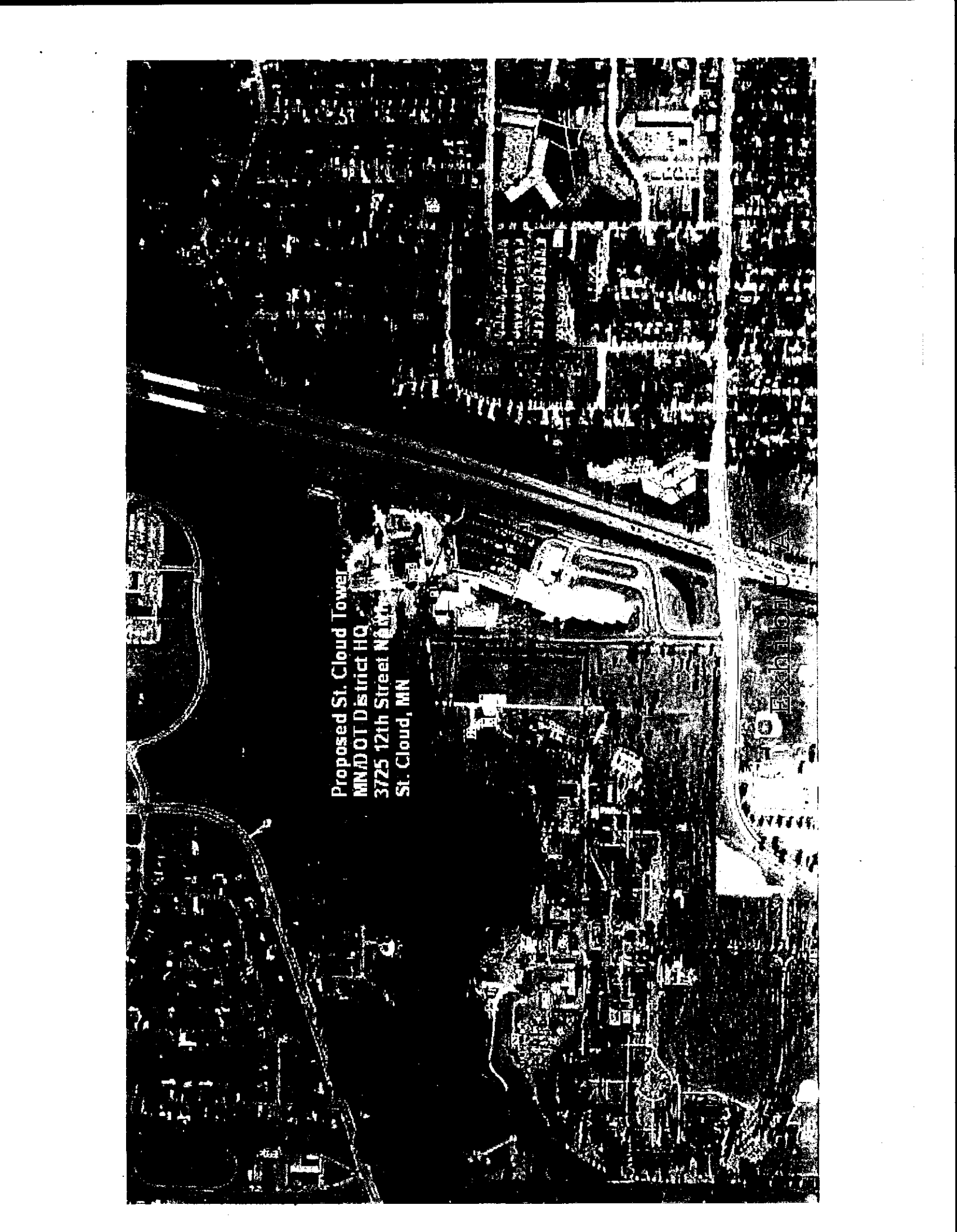
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By 

Mukhtar Thakur

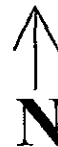
Title: Director

Date OCT 13, 2011

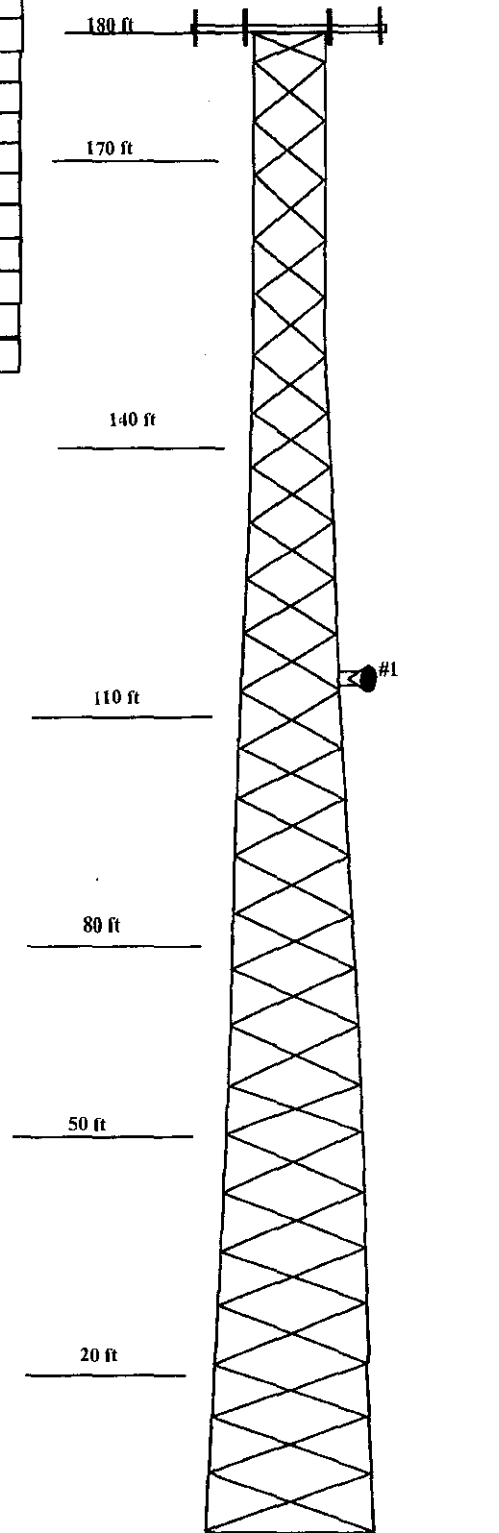
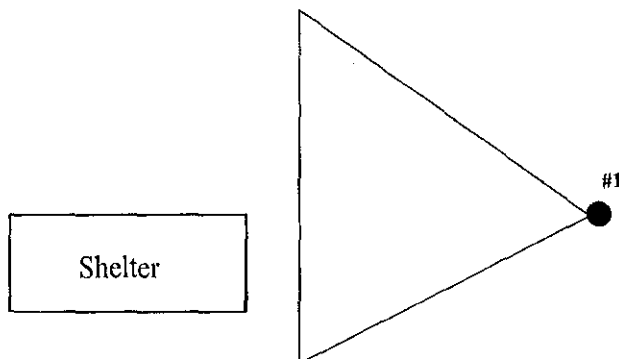
An aerial photograph showing a proposed construction site. The image is high-contrast and grainy. A road runs diagonally across the upper portion of the frame. Below the road, there is a large, irregularly shaped area that appears to be a construction site or a cleared lot. To the right of this area, there is a large, rectangular building with a flat roof. The surrounding area is filled with trees and other vegetation. The text is overlaid on the image, providing information about the proposed construction.

Proposed St. Cloud Tower  
MN/DOT District HQ  
3725 12th Street NE  
St. Cloud, MN

ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Leg	Coax
1	Andrew VHLP800-11	116'	Leg E	EW90
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.		Description		
MNI		MX I 11G 6MB 2.5M SP		
FREQUENCY INFORMATION				
Transmit = 11,166.25		Tone/Code = N/A		Receive = 11,656.25
				Tone/Code = N/A



## Tower Orientation



**Tower Elevation**

Scale = None

## St. Cloud Tower

### Minnesota Department of Transportation

October 12, 2011  
Agreement #00159

MN Dept. of Corrections

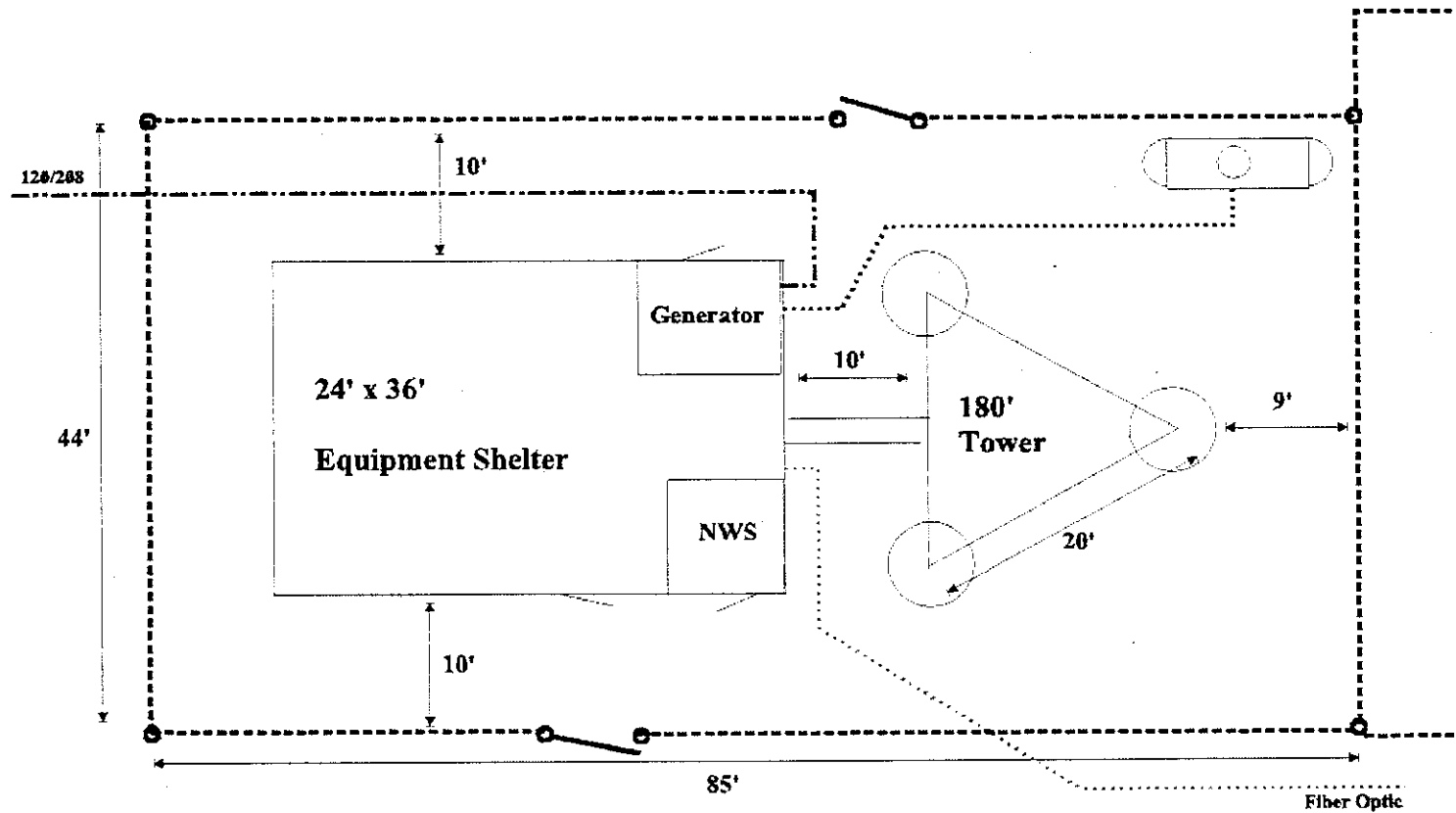
**Exhibit B1**



# St Cloud Tower



Figure 1b



Saint Cloud Tower Design TEC 144	Minn. Dept. of Transportation	Bag
Scale: None	March 16, 2006	TEW

06-OEC-DOT-110A

### **Installation Instructions**

#### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bruce DeBlieck  
(320) 214-6377  
(320) 894-7434 Cellular

**"Site Access"**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the St. Cloud Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Bruce DeBlieck  
(320) 214-6377  
(320) 894-7434 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 00159  
Dept. of Corrections  
St. Cloud Tower

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D



**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #00162**  
**Lino Lakes Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 7525 4<sup>th</sup> Ave in the City of Lino Lakes, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

Mn/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Lino Lakes Communications Facility located in the County of Anoka, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

### 3. USE

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in Exhibit B1, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in Exhibit B1 and conform to the installation instructions in Exhibit B2.
- 3.4 DOC may not add additional equipment or antennas from that described in Exhibit B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

### 4. ELECTRICAL SERVICES FEE

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
  - 1 to 2 Stations = \$300.00 per year
  - 3 to 4 Stations = \$400.00 per year
  - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.



- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in Exhibit C attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in Exhibit C, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.



## 7. DUTIES OF DOC

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in Exhibit C "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.  
  
DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.
10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

**LIST OF EXHIBITS**

EXHIBIT A: Location Map

EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF  
CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By 

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

Title: 

(Print or type)

Date 10/24/11

By \_\_\_\_\_

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

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

(Print or type)

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

By \_\_\_\_\_

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

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

(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

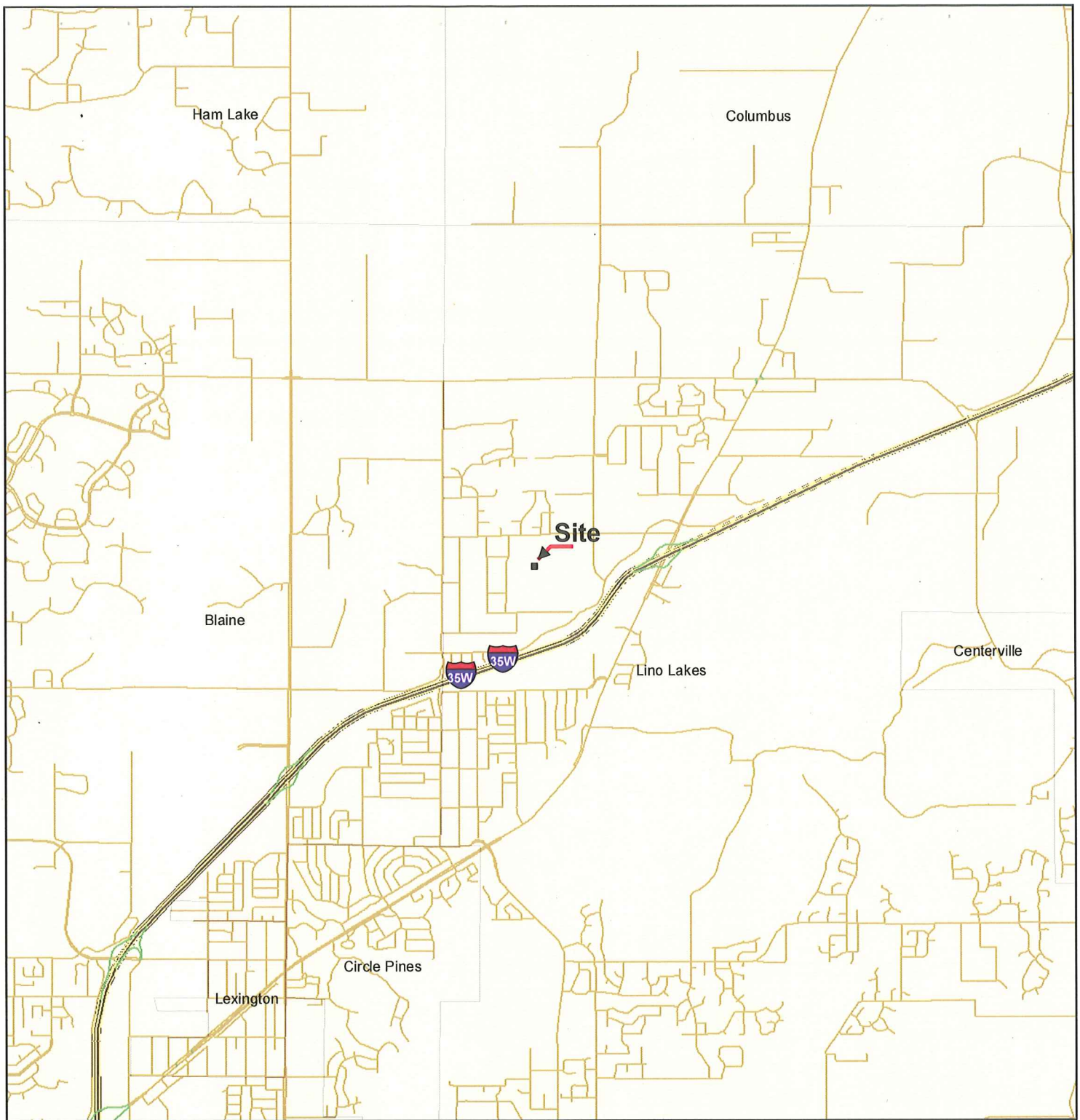
By 

Mukhtar Thakur

Title: Director

Date OCT 13, 2011





**Lino Lakes**

**7525 4th Ave.**

**NW of the NE Quarter, Section 18  
T31N, R22W, City of Lino Lakes  
Anoka County, Minnesota**

**Agreement #00162  
Dept. of Corrections**

## **LOCATION MAP**

### **Driving Directions**

From Interstate 35W turn north on Lake Drive.  
Proceed .3 miles to Apollo Dr. and turn left.  
Continue .25 miles to Lilac St. and turn right.  
Proceed .35 miles to 4th Ave and follow to site.

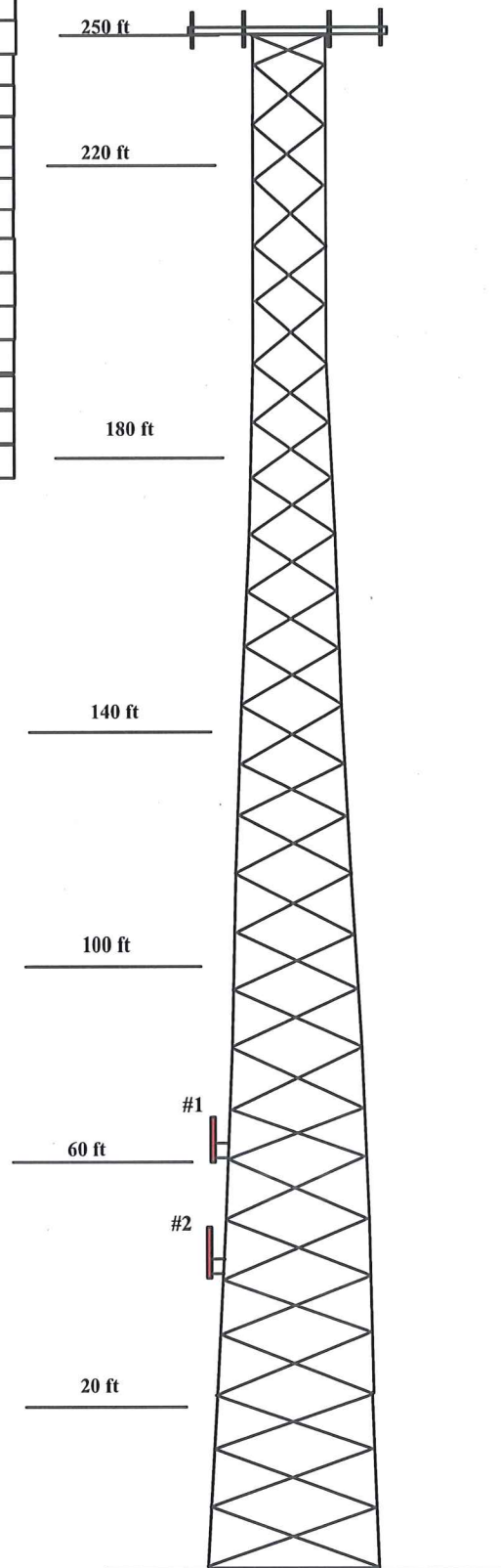
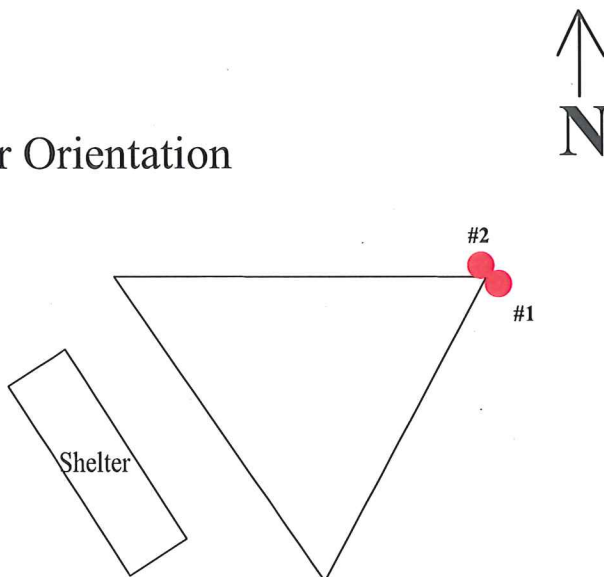


**Exhibit A**



ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Leg	Coax
1	Sinclair SE414-SF1P4LNF	65'	Leg SE	1/2" Heliax
2	Sinclair SE414-SF1P4LNF	45'	Leg SE	1/2" Heliax
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.		Description		
Motorola		GTR 8000		
FREQUENCY INFORMATION				
Transmit = 851.72500		Tone/Code = N/A	Receive = 806.72500	Tone/Code = N/A
Transmit = 1851.90000		Tone/Code = N/A	Receive = 806.90000	Tone/Code = N/A
Transmit = 852.92500		Tone/Code = N/A	Receive = 807.92500	Tone/Code = N/A
Transmit = 853.42500		Tone/Code = N/A	Receive = 808.42500	Tone/Code = N/A

## Tower Orientation



## Tower Elevation

Scale = None

## Lino Lakes Tower

## Minnesota Department of Transportation

October 12, 2011  
Agreement #00162

MN Dept. of Corrections

## Exhibit B1

NOTES: The Contractor shall provide, install and connect the following:

- Equipment shelter building
- Electrical system
- Generator and fuel tank
- A 14 ft. tie bridge and ladder type support
- Grounding system
- 280 ft. new perimeter fencing

# Radio Equipment Shelter Building Details

DRAWING NOT TO SCALE,  
SITE LAYOUT  
PLAN

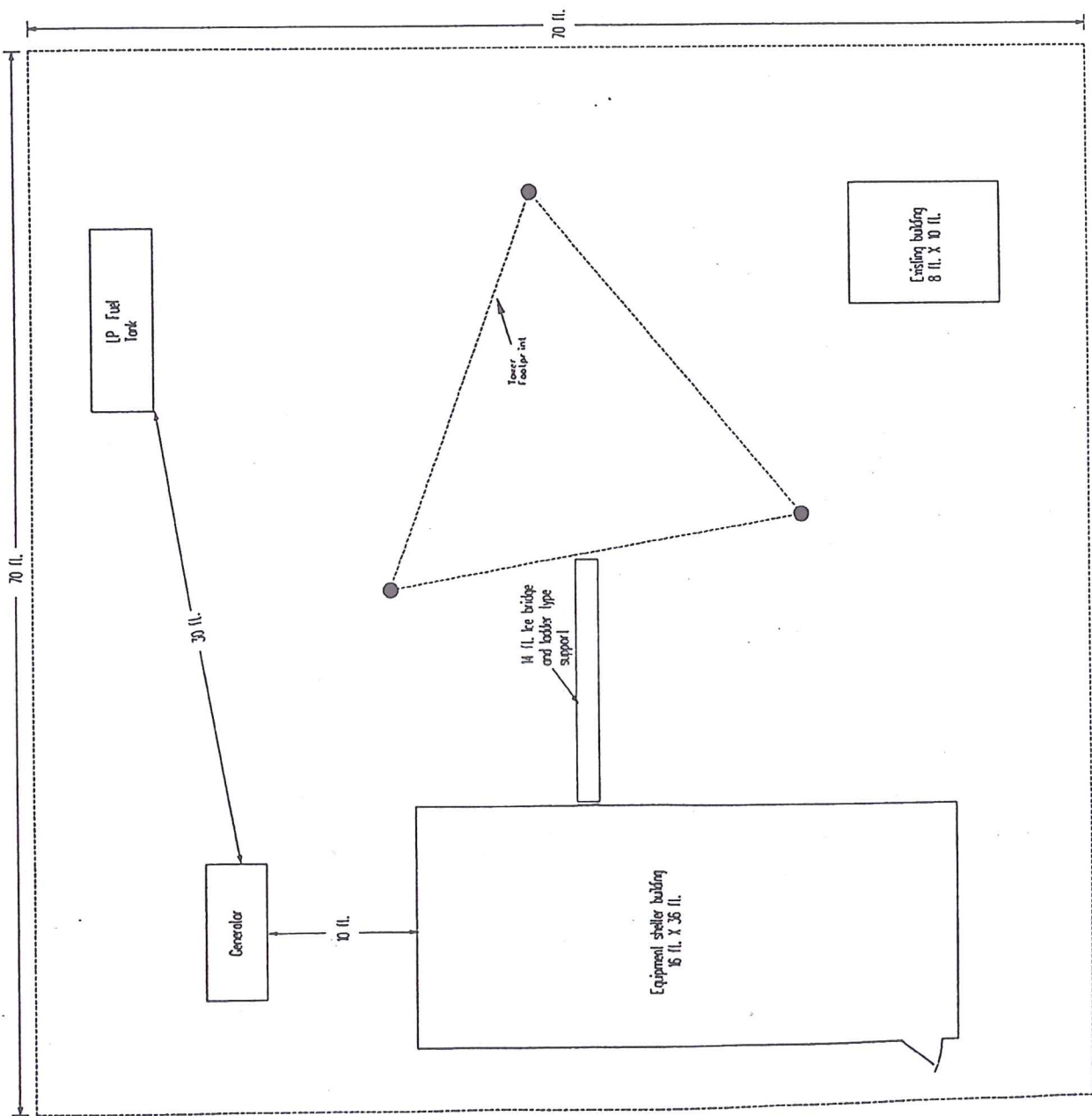
REGION - WIDE  
800 MHz DIGITAL,  
TRUNKED, RADIO  
SYSTEM

Ronald Vegetmas Engineering, Inc.  
INTERCHANGE TOWER SUITE 180  
600 SOUTH HIGHWAY 169  
MINNEAPOLIS, MN 55426-1296  
(612) 545-8903

SITE: LINO LAKES

DATE: 05/20/98  
DRAWN BY: GPL

DRAWING NUMBER: RS262 - SL 13.0



### **Installation Instructions**

#### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971  
(651) 373-9511 Cellular

**"Site Access"**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the Lino Lakes Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor

Bob Prudhomme

(651) 234-7971

(651) 373-9511 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 00162  
Dept. of Corrections  
Lino Lakes Tower

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D



**STATE OF MINNESOTA**  
**COMMUNICATIONS SHELTER**  
**USE AGREEMENT**

**Agreement #00517**  
**Shakopee Tower**  
**Communications Shelter**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the State of Minnesota, Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit non-state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications shelter, herein referred to respectively as the "Communications Shelter," located at 13751 Zumbro Ave in the City of Shakopee, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said shelter has excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space in the shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space in the Communications Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS SHELTER**

Mn/DOT grants and DOC accepts this "Agreement" for the use of shelter space within Mn/DOT's Shakopee Communications Shelter located in the County of Scott, Minnesota, more fully described on attached Exhibit B2.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on February 1, 2012, and expiring January 31, 2022



- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

### 3. USE

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to use and maintain DOC'S communications equipment in the Communications Shelter, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Shelter to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment.
- 3.2 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment in such location inside Mn/DOT's shelter and conform to the installation instructions in Exhibit B3.
- 3.3 DOC may not add additional equipment than that described in Exhibits B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

### 4. ELECTRICAL SERVICES FEE

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station, for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

**5. TERMINATION**

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to the Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Shelter to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Shelter. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.
- 5.5 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of the Communications Shelter, including, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Communications Shelter.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Shelter as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Shelter as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S Communications Shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.7 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

**7. DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Shelter shall not interfere with any of Mn/DOT'S communications equipment or any other users that are in Mn/DOT'S Shelter prior to the effective date of this Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Shelter without first obtaining Mn/DOT'S written consent.



- 7.3 Prior to installing, replacing or modifying any equipment in the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.4 All wiring shall conform to the existing wiring method used at the Communications Shelter and shall conform to the National Electrical Code.
- 7.5 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Shelter as described in **Exhibit C** "Site Access" attached hereto.
- 7.6 DOC shall install and maintain DOC'S equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed, operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.7 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Shelter as a result of DOC'S occupancy of said Communications Shelter.
- 7.8 DOC hereby agrees that DOC'S access to the Communications Shelter shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S communications system in proper working order in and around the Communications Shelter.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.

9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Shelter by DOC shall remain the personal property of DOC with right of

replacement or removal at all reasonable times during the term of this Agreement, or any extension thereof.

11. **DESTRUCTION OF THE COMMUNICATIONS SHELTER** If the Communications Shelter is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Shelter is rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Shelter to a safe, operational condition within thirty (30) days, this Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

13. **MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

---

## LIST OF EXHIBITS

EXHIBIT A: Location Map

EXHIBIT B1: DOC Equipment

EXHIBIT B2: Site Description

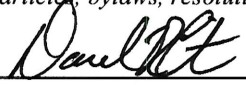
EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access


DOC:

STATE OF MINNESOTA  
DEPARTMENT OF CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By 

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

Title:   
(Print or type)

Date 1/23/12

By \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_


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

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Mukhtar Thakur

Title Director

Date Jan 17, 2012



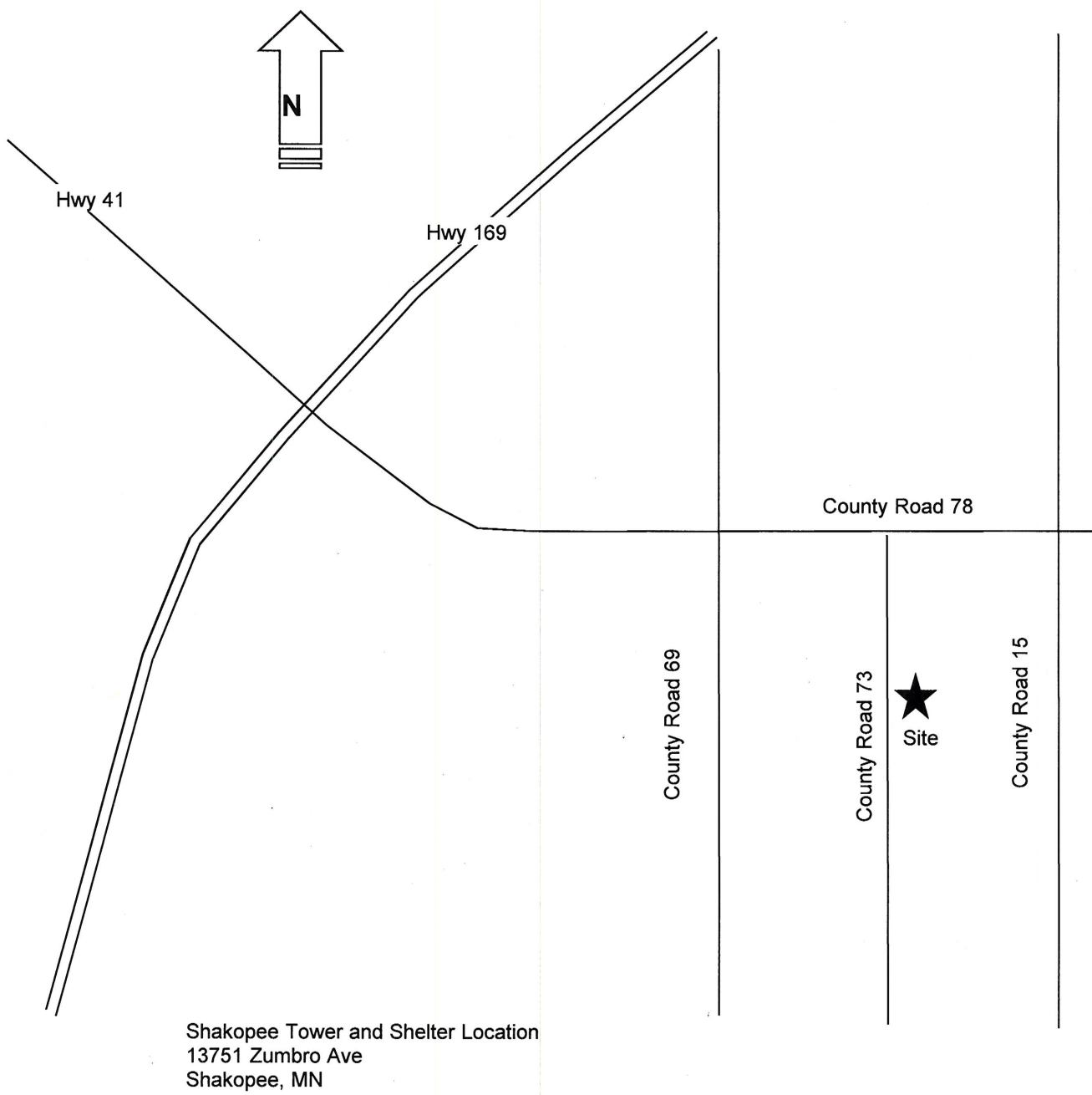


Exhibit A

EQUIPMENT IN SHELTER - Dept. of Corrections			
Equip.		Description	
MNI		MX I 11G 6MB 2.5 M SP	
FREQUENCY INFORMATION			
Transmit = 11,623.75	Tone/Code = N/A	Receive =11,133.75	Tone/Code = N/A

**Shakopee Communications Shelter**  
**Minnesota Department of Transportation**

December 16, 2011  
Agreement #00517  
Dept. of Corrections

**Exhibit B1**

**Tower Owner:** Scott County Sheriffs Department

**Land Owner:** Scott County

**Tower Address:** 13751 Zumbro Ave  
Shakopee, MN

**County:** Scott County

**City: (nearest)** Shakopee, MN

**Site Directions:** East of Hwy 169, on County Rd 78, then South on  
County Rd 73.

**FCC Registration #:** N/A

**Coordinates:**

**Latitude:** N/A

**Longitude:**

**Ground Elevation:** N/A

**Tower Height:** N/A

**Shelter Type:** A 11' x 36' concrete shelter with stone aggregate exterior covering. Shelter is equipped with all power, air conditioning and emergency back-up power and other features necessary and prescribed for a functional communications facility.

### **Installation Instructions**

#### **RACK SPACE:**

Dept. of Corrections (DOC) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS).

If no Mn/DOT space is available, DOC will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

DOC shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the DOC frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

DOC or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

DOC or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

DOC or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971

**"Shelter Access"**

MN/DOT-OEC will provide a designated Dept. of Corrections (DOC) individual (or their designee) with a key to the Shakopee Communications Shelter. If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by DOC.

**Contact Information**

Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971

DOC shall have unlimited 24 hour, 365 days access to the shelter to conduct necessary maintenance of their equipment. DOC and or its contractors will be responsible for securing the shelter when leaving the premise. Failure to do so could result in termination of this Agreement.

**Shelter Entry Notification**

DOC or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the shelter. DOC or its designee must call the Mn/DOT RMS cited above. If no answer at either number, DOC should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated DOC personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Shelter that may be of interest to DOC. DOC or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, DOC or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the DOC individual or designee should leave a message that includes: individuals name, shelter name, date and time of entry and departure, nature of site visit and a return telephone number.

**Cooperative Agreement for Riverway Mitigation  
Items as part of the St. Croix River Crossing Project**

**between**

**The Minnesota Department of Transportation**

**And**

**The Minnesota Department of Natural Resources**

This Agreement for locating and constructing a Public Boat Access Facility is between the Minnesota Department of Transportation (Mn/DOT) and Minnesota Department of Natural Resources (MnDNR).

**Recitals**

Whereas, Minnesota Statutes §471.59 authorize the parties to enter into this Agreement; and

Whereas, Mn/DOT and the Wisconsin Department of Transportation (WisDOT) plan to construct a new crossing of the St. Croix River between the City of Oak Park Heights in Washington County, Minnesota and the Town of St. Joseph, in St. Croix County, Wisconsin, including construction in the cities of Stillwater and Bayport, Minnesota, as described in 2006 Supplemental Final Environmental Impact Statement (SFEIS); and

Whereas, the new river crossing has the potential to cause adverse environmental impacts on the natural, cultural, and historical resources of the St. Croix River, which is a designated National Wild and Scenic Riverway; and

Whereas, to avoid and minimize the environmental impacts to the Riverway, Mn/DOT, WisDOT, MnDNR, WisDNR, the National Park Service, and the Federal Highway Administration (FHWA) entered into a Memorandum of Understanding (MOU) for the Implementation of Riverway Mitigation Items (Exhibit A),

Whereas, Exhibit A provides that the parties will implement certain measures to mitigate the adverse effects the new river crossing will have to the Riverway in St. Croix County, Wisconsin; and

Whereas, the MnDNR agreed in the MOU to locate and construct a public access facility on the St. Croix River and Mn/DOT agrees to pay \$1.2 million assist with such public boat access efforts; and

Whereas, the parties are entering into this Agreement to facilitate the transfer of the agreed-upon sum, described in Exhibit A, from Mn/DOT to MnDNR.

Now therefore, the parties agree as follows:

**Agreement**

**1. Payment**

- 1.1** Between issuance of the Notice to Proceed #1 to the Design-Builder and June 30, 2013 of the St. Croix Roadway Approach Design-Build Contract, Mn/DOT will provide a lump sum payment of \$1.2 million to the MnDNR. MnDNR will apply this money to the Public Boat Access as set forth in Mitigation item (g) in the MOU attached as Exhibit A.
- 1.2** It is the goal of this Cooperative Agreement that all recipients of funds in this Agreement expend or commit all such funds within five years of receipt, subject to extension. Any extensions must be approved by all parties to this agreement, or their successors in office. Mn/DOT will use its best efforts to secure approval of an extension by FHWA. The receipt of any funds under this Agreement that are not expended or obligated to a specific proposal for a Mitigation Activity contained in this Agreement within five years after receipt, or by the expiration of any extensions under this section, will be immediately returned to Mn/DOT.



## 2. Agreement between the Parties

- 2.1 MnDNR agrees to implement the mitigation items identified as MnDNR's responsibilities in accordance with the relevant provisions of the MOU attached as Exhibit A.
- 2.2 In addition to any monitoring and reporting requirements set forth in the MOU, MnDNR will provide Mn/DOT with quarterly progress reports detailing the status of the Riverway Mitigation efforts. These quarterly reports will continue until all expenditures under this agreement are completed.

## 3. Term of Agreement; Survival of Terms; Incorporation of Exhibits

- 3.1 **Effective date:** This Agreement is effective on the date last signed by the parties hereto, including all necessary Mn/DOT, MnDNR, officials required by Minnesota Statutes § 16C.05, subdivision 2.
- 3.2 **Expiration date:** This Agreement will expire five years from the date of disbursement of funds by Mn/DOT, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this Agreement.
- 3.3 **Exhibits.** Exhibit A is attached and incorporated into this Agreement.

## 4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 4.1 **For Mn/DOT.** Mn/DOT's Authorized Representative is:

Mark Hagen, 1500 West County Road B2, Roseville, MN 55113, 651/234-7686, or his successor.

Mn/DOT's Mitigation Project Managers are:

Todd Clarkowski, 1500 West County Road B2, Roseville, MN 55113, 651/234-7714, or his successor, and

Jon Solberg, 1500 West County Road B2, Roseville, MN 55113, 651/234-7792, or his successor.

### 4.2 **For MnDNR.** MnDNR's Authorized Representative is:

Kent Alan Skaar, MnDNR Box 39, 500 Lafayette Rd, St. Paul MN 55155, 651-259-5636, or his successor

## 5. Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this Agreement 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 Agreement, or their successors in office.
- 5.3 **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4 **Agreement Complete.** This Agreement contains the results of all prior negotiations and agreements between Mn/DOT and MnDNR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6. Liability

Each party will be responsible for its own acts and omissions and the results thereof.

**St. Croix River Crossing Project**  
**Memorandum of Understanding**  
**For the Implementation of Riverway Mitigation Items**

**Between the National Park Service,**  
**The Minnesota Department of Natural Resources,**  
**The Wisconsin Department of Natural Resources,**  
**The Federal Highway Administration,**  
**The Minnesota Department of Transportation**  
**And the Wisconsin Department of Transportation**

1. The Federal Highway Administration (FHWA), the Minnesota Department of Transportation (Mn/DOT) and Wisconsin Department of Transportation (WisDOT) plan to construct a new crossing of the St. Croix River between the City of Oak Park Heights in Washington County, Minnesota and the Town of St. Joseph, in St. Croix County, Wisconsin, including construction in the cities of Stillwater and Bayport, as described in the 2006 Supplemental Final Environmental Impact Statement (SFEIS) for the St. Croix River Crossing Project; and
2. The impacts of the Project are described and discussed in Chapters 4 through 14 of the SFEIS. Riverway impacts are being avoided and minimized to the extent possible. Chapter 15 documents the adverse environmental impacts of the Preferred Alternative that cannot be avoided on the Lower St. Croix National Scenic Riverway and the mitigation package; and
3. The National Park Service draft 7(a) evaluation indicates that with appropriate mitigation, the Preferred Alternative would not have a direct and adverse effect on the scenic and recreational values for which the Lower St. Croix Riverway was included in the national Wild and Scenic Rivers System; and
4. Table 15-2 of the SFEIS provides a summary overview of the Preferred Alternative mitigation package and includes: mitigation dollar amounts to be provided by the transportation agencies; the agency or agencies responsible for implementation of the mitigation item; the schedule for implementation; and the contract or agreement necessary for execution of the mitigation item; and
5. For Mitigation Items 9b., f., g., i., and k. of this Memorandum of Understanding (MOU), the parties will negotiate and enter into specific agreements, in accordance with applicable laws, to outline the financial arrangements and administrative details to carry out the intentions expressed in this MOU.
6. For Mitigation Item 9b. only, for administrative efficiency, the source of all funds to be provided to the Wisconsin Department Natural Resources (WisDNR) and to St. Croix County, and distributed to the Town of St. Joseph will be from Mn/DOT Project appropriations.

7. An implementation graphic describing the Mitigation for Riverway Impacts is attached which also provides the additional implementation details for each of the items; and
8. The above agencies wish to enter into this MOU to further refine the implementation of each mitigation item; and
9. Mitigation Items: The following is further refinement of each of the Riverway Impacts mitigation items.

a. Removal of Xcel Barge Unloader Facility and Mooring Cells:

Mn/DOT will remove the barge unloading facility and mooring cells associated with the Xcel Energy King Plant from the St. Croix River, eliminating an existing man-made structure from the Riverway. The estimated cost of this mitigation item is \$1.1 million. Xcel Energy owns this facility. This mitigation item is to offset the visual impacts of a new river crossing by removing an existing man-made structure from the Riverway.

The facility consists of 18 mooring cells and four additional foundation cells that support a large coal barge off-loading facility that is no longer used. A conveyor system between the structure and the shoreline will also be removed. Steel sheeting from each of the mooring cells will be removed by either pulling the sheeting or cutting it off near the river bottom. The stone fill in each cell will be spread out near the cell location and would be left in-place as aquatic habitat. One pivot cell from the barge off-loading facility will remain. Any work in the river below elevation 682.5 will need to be reviewed by the U. S. Army Corps of Engineers pursuant to applicable regulations and permit requirements under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

Mn/DOT has also proposed to use the Xcel barge unloading facility and mooring cells as a barge docking facility during the Preferred Alternative river crossing construction. Temporary barge docking facilities will be placed in the river for use during construction of the Preferred Alternative. Reuse of the existing Xcel facility during river crossing construction will result in one fewer temporary barge docking facility that will need to be constructed.

This property has been evaluated as not eligible for listing in the National Register of Historic Places. MnSHPO concurs with this evaluation.

A Memorandum of Understanding (see attachment.) has been developed between Mn/DOT and Xcel Energy regarding the use of these facilities during river crossing construction and removal following construction of the river crossing. The St. Croix River is known to contain a large and diverse fresh water mussel community, including two federally listed endangered species (Higgins eye pearly mussel and winged mapleleaf). In addition, the Xcel barge unloading facility supports an active osprey (Minnesota listed species of special concern and Wisconsin listed threatened species) nesting platform. Prior to implementation, Mn/DOT shall also evaluate, in consultation with US Fish and Wildlife Service and Minnesota Department of Natural Resources, this mitigation item for potential mussel and osprey impacts and suitable protection measures.

1. Relocation and replacement of the osprey nest requires a permit from the Minnesota Department of Natural Resources.

2. The mooring cells gravel contents will be spread on the river bottom at an elevation which will allow potential barge access to the Pivot Cell from the downstream side. The gravel contents of the cells upstream from the Pivot Cell will remain at an elevation that will allow recreational boat traffic to safely pass.

b. Mitigation for damages to bluffslands:

As part of the Project, Mn/DOT will provide funding in the amount of \$2.0 million to WisDNR and in the amount of \$2.5 million to St. Croix County for the protection of replacement lands to offset the impacts of a new crossing on the Wisconsin bluff. Protection could include the purchase of fee title, the purchase or transfer of development rights or the purchase of conservation easements from willing sellers of land located in St. Croix County, Wisconsin. Protected lands would be perpetually maintained for land and water conservation purposes, scenic protection and other compatible uses, including low-impact public recreation.

It is the intent of all parties to this agreement that WisDNR will use the \$2 million for its own land protection efforts within the Riverway Basin.

It is also the intent of all parties to this agreement that St. Croix County will use \$2 million for land protection efforts within the Riverway Basin that are of benefit to the Riverway and that St. Croix County will pay the remaining \$500,000 to the Town of St. Joseph for similar use. Prior to expending such funds for the protection of specific land parcels, St. Croix County and the Town of St. Joseph will consult with, and seek concurrence from, WisDNR on the targeted land parcel(s) and the proposed management of such land by St. Croix County or the Town of St. Joseph. All parties to this MOU recognize that the source of these mitigation funds is Mn/DOT Project appropriations and, therefore, St. Croix County and the Town of St. Joseph are eligible to use their respective portions to compete for matching Wisconsin Stewardship Local Assistance Grants administered by WisDNR. If St. Croix County or the Town of St. Joseph decide to partner with a non-profit conservation organization in purchasing land rights as described above, the partnering parties would be eligible to compete for other Stewardship match programs for which the local units of government themselves are not eligible. It is the recommendation of all parties of this MOU that St. Croix County and the Town of St. Joseph select projects that would be eligible for matching Wisconsin Stewardship funds in order to maximize the use of the funds provided under this paragraph. All such grant requests will be subject to WisDNR's standard, independent review process governing the Stewardship Program.

As stipulated in the Section 106 Amended MOA (Stipulation VIII), for any property purchased or protected under this mitigation item, WisDNR, St. Croix County and the Town of St. Joseph shall consult with the Wisconsin State Historic Preservation Officer (WisSHPO), the Minnesota State Historic Preservation Officer (MnSHPO) and other consulting parties, including Indian tribes, as appropriate, in accordance with 36 CFR §§ 800.3 - 800.5 to determine if historic properties in addition to those identified in Stipulation II.C.4 of the Section 106 MOA for this project will be affected. In addition, the WisDNR, St. Croix County and the Town of St. Joseph will confer with the WisSHPO on possible sites to acquire in order to provide protection for historic properties in conjunction with land and water conservation goals.

c. Bluffland Restoration:

The intent of the bluffland restoration mitigation item is to further offset the impacts of the Preferred Alternative on the Wisconsin bluff. Mitigation items include:

1. Removal of the Buckhorn sign. The Buckhorn sign is located approximately 1,800 feet north of the Preferred Alternative river crossing location along the Wisconsin bluff. Under this mitigation item, WisDOT will remove the sign and the bluff will be allowed to return to a natural state. The attached Memorandum of Understanding developed between WisDOT and the property owner, Edward T. Johnston, includes provisions for its removal.
2. Partial restoration of the Wisconsin approach to the Lift Bridge. Under this mitigation item, WisDOT will remove and restore the existing STH 64 roadway between the Lift Bridge and STH 35. WisDOT will redevelop a portion of STH 64 as a Loop Trail as described in the Visual Quality Manual for this project. WisDOT will remove the existing CTH E roadway between the CTH E/STH 64 intersection and State Street. WisDOT will revegetate the road rights-of-way with native species following removal of the pavements.

d. Removal of Terra Terminal Building:

The Terra Terminal building has been evaluated as not eligible for listing in the National Register of Historic Places. MnSHPO concurs with this evaluation. However, the Terra Terminal site is adjacent to the National Register-eligible Hersey Bean Saw Mill and Planing Mill archaeological sites. Mn/DOT will coordinate any activities planned for this area with the Mn/DOT Cultural Resources Unit and the MnSHPO. Refer to Chapter 11 and the Section 106 MOA in Appendix G of the SFEIS for additional detail on the Hersey Bean sites.

Mn/DOT will remove the Terra Terminal building, an old fertilizer warehouse on the Stillwater Municipal Barge Facility property, under this mitigation item, removing an existing man-made structure from the Riverway and restoring the shoreline to a more natural condition. Mn/DOT will also remove construction debris (asphalt and concrete) used for bank stabilization near the building and the removal of below-water debris near the shoreline. A natural condition will be created along the shoreline with removal of the existing construction debris (e.g., concrete slabs). Any replacement materials necessary to maintain riverbank stabilization will have a natural appearance. Mn/DOT will coordinate with the City of Stillwater on the removal of construction debris and the replacement with natural material to ensure bank stabilization to ensure that this is consistent with the plan for the park setting along the Riverway.

Mn/DOT will coordinate removal of the Terra Terminal building with Stillwater. Mn/DOT has identified the Terra Terminal building site as a potential construction staging site. Once the building structure is removed, the Terra Terminal building pad could also be used as a staging area during construction. Identification of all construction staging sites will be completed during final design. When construction is complete, Mn/DOT will remove the building pad and restore the site. Mn/DOT is currently working with the City of Stillwater to relocate the Bergstein Shoddy Mill buildings to the site of the Terra Terminal building.



Four different aspects of mitigation focus on the Terra Terminal property. The National Park Service proposed removal of the building and shoreline restoration to mitigate scenic impacts. The City of Stillwater plans to develop the area as a park. A segment of the recreational loop trail will cross this property. Historic preservation interests propose the possibility of moving the historic Shoddy Mill buildings to the Terra Terminal site, once the terminal is removed. In addition, the site is a possible construction staging area. See Stipulation IV. B. of the Section 106 MOA for this project. All of the above-mentioned parties must cooperate in use and development of this property in order to ensure that Riverway mitigation goals are achieved.

Since the publication of the SDEIS, a report has been completed for the City of Stillwater that outlines possible riverway and cultural resource impacts with the relocation of the Shoddy Mill buildings to this site. Refer to Chapter 11 and Stipulation IV. F. of the Section 106 MOA for this project in Appendix G of the SFEIS for additional detail.

e. Kolliner Park:

The Kolliner Park property, located on the Wisconsin shoreline of the St. Croix River adjacent to the Lift Bridge and the existing STH 64 approach roadway, will be allowed to revert to a natural state. WisDOT will remove non-historic, man-made elements (e.g., access road; parking lot pavement; miscellaneous items) from the site. Although the pavement for the access road will be removed, the revegetated roadway will remain usable for emergency and city vehicle access. Some minor grading may be required following removal of these elements. Some retaining walls may also remain intact to provide site drainage as requested by the WisDNR. Following removal of these elements, the park would be allowed to revert to a natural state.

The Kolliner Park property is owned by the City of Stillwater. The property will remain under the ownership of the City of Stillwater with the implementation of this mitigation item. Although the park master plan cannot be implemented fully (i.e., the proposed access road and parking would not be feasible because there would be no vehicular access available to the general public to the site), the City could still develop, subject to applicable federal, state and local government regulations, other elements proposed in the park master plan.

f. Riverway Interpretation:

The Riverway interpretation mitigation item will include interpretation items (e.g., informational and mobile kiosks, bulletin boards) related to natural and cultural resources to enhance the recreational experience for users of the Riverway. Examples of potential content of the interpretation items are provided in Section 14.2.1.1 of the SDEIS, and include material related to natural and historic resources. Interpretive items related to natural resources may include items related to zebra mussels in the St. Croix River (e.g., education, research, or inspection programs), informational material on other invasive species, items related to water quality, or items related to the Riverway's resources and values. Interpretive items related to historic resources may include installation of interpretive materials in locations such as downtown Stillwater, Kolliner Park or the Stillwater Boom Site related to archaeological sites and past uses.

As part of the Project, Mn/DOT will provide funding in the amount of \$300,000 to the NPS. The NPS, in coordination with the Minnesota Department of Natural Resources (MnDNR) and WisDNR, will be responsible for the content and implementation of this mitigation item. NPS

will also consult with MnSHPO and WisSHPO to prevent adverse impacts to historic resources per Stipulation VI. C. of the Section 106 MOA for this project.

g. Public Boat Access:

As part of the Project, Mn/DOT will pay funding in the amount of \$1.2 million to the MnDNR for costs associated with locating and constructing a public access facility on the St. Croix River in the general project vicinity. MnDNR will conduct location studies, environmental documentation, and any mitigation necessary for access construction impacts. MnDNR has not yet determined the location of the access. The history and issues surrounding the public boat access mitigation item are described in Section 14.2.1.1 of the SDEIS.

h. Loop Trail System:

- i. As part of the compensation to offset impacts of a new river crossing on the recreational values of the Riverway, Mn/DOT and WisDOT will complete a loop trail system between Minnesota and Wisconsin. Subject to the planned Lift Bridge rehabilitation work, Mn/DOT and WisDOT will open the trail for use within one year after the St. Croix River Crossing Project is open to traffic. The location of the loop trail system is illustrated in Figure 15-2.
- ii. As part of the loop trail system, Mn/DOT and WisDOT will convert the Lift Bridge to a pedestrian/bicycle facility. Mn/DOT will place bollards, or similar gating elements, within the Chestnut Street right-of-way in Stillwater to prevent vehicular access by the general public to the Lift Bridge, but still allowing for any traffic operations on Chestnut Street. These bollards would be removable and allow for maintenance, emergency, and city-owned vehicles to access the Lift Bridge and Kolliner Park in Wisconsin. Lift Bridge management and operations as part of the loop trail system are described in more detail in the Section 106 Amended MOA in Appendix G of this SFEIS and in Section 15.4.1.4 of this SFEIS. With conversion of the Lift Bridge to a pedestrian/bicycle facility, the existing operation regulations and lift schedule will stay in effect.
- iii. Within one year after opening of the new river crossing, Mn/DOT will initiate a rehabilitation project on the Lift Bridge, with the work elements described by the priorities established in the Lift Bridge Management Plan.
- iv. The conceptual design of the loop trail will be included in the Visual Quality Manual currently being developed by Mn/DOT and WisDOT. Preliminary design for the loop trail anticipates two separate trails, one for pedestrians and one for bicyclists, through the Stillwater Municipal Barge Facility property and up the Wisconsin bluff from the Lift Bridge to STH 35 within the existing STH 64 right-of-way. Through the Stillwater Municipal Barge Facility property, Mn/DOT will construct a higher speed bicycle trail on an existing railroad grade along the west boundary of the site. A lower speed pedestrian trail will follow the St. Croix River shoreline at the east boundary of the property. This plan for the loop trail through the Stillwater Municipal Barge Facility property is consistent with the park plan for this site. Refer to Figure 15-3 for an illustration of the loop trail through the Stillwater Municipal Barge Facility property.
- v. Up the Wisconsin bluff, WisDOT will construct the bicycle trail at the existing road grade; the pedestrian trail will also be constructed at the existing road grade with intermittent landings. WisDOT will construct the loop trail within the existing STH 64 right-of-way from the Lift Bridge to existing STH 35. Refer to SFEIS, Figure 15-4 for an

illustration. A cross section of the potential loop trail design and revegetation up the Wisconsin bluff is illustrated in Figure 15-5. A photo simulation of the loop trail and revegetation is illustrated in Figure 15-6. Vegetation between the two trails up the Wisconsin bluff will be addressed in the Visual Quality Manual. WisDOT will construct a parking facility (approximately 40 stalls) at the top of the bluff in Houlton, with access to the loop trail system. WisDOT will construct bollards at the top of the bluff in Wisconsin across the loop trail to prevent vehicular access by the general public from the loop trail at the top of the Wisconsin bluff. These bollards would be removable and allow for maintenance and emergency vehicles to access the loop trail.

- vi. The loop trail will utilize paved shoulders along existing STH 35 and a shared-roadway facility on existing CTH E through Houlton, past the Houlton Elementary School, to the proposed STH 64 – STH 35/CTH E interchange. WisDOT will construct a cul-de-sac on existing CTH E at the interchange, and a parking facility to the south of the cul-de-sac. This parking facility will provide access to the loop trail system near the STH 64 – STH 35/CTH E interchange. The loop trail will continue south from the cul-de-sac at existing CTH E, include an underpass under the new STH 35 roadway, and continue parallel to the west side of the new STH 64 roadway south to the new river crossing.
- vii. As part of the completion of the loop trail, Mn/DOT will also partner with the City of Stillwater in grading the Stillwater Municipal Barge Facility property following construction. Mn/DOT will complete the grading under a construction contract as part of the river crossing construction. MnDOT will consult the City of Stillwater as part of this process to ensure that the grading is completed consistent with their plans for the future park development. The grading will be completed to the extent possible while still avoiding the natural and cultural resources (i.e., Hersey and Bean site) of the Stillwater Municipal Barge Facility property. See Stipulation IV. F. of the Section 106 MOA for this project for further details.
- viii. Ownership, operation and maintenance of the loop trail will be determined through discussions with appropriate federal, state, and local agencies during final design. Mn/DOT and WisDOT anticipate transferring ownership, operation, and maintenance responsibilities for the loop trail to the respective local units of government. An operations plan, to be completed prior to opening of the loop trail, will define compatible and safe uses for the loop trail system. The trail was designed intending for non-motorized uses only and restricted trail use during winter months. Refer to Section 16.2.2.3 of this SFEIS for a discussion of additional involvement with the City of Stillwater regarding completion of the loop trail and other temporary impacts to Stillwater-owned property.
- ix. The conceptual design of the loop trail is included in the Visual Quality Manual and describes the location of the trails and aesthetic treatments.
- i. Recreation, Education and Riverway Restoration:
  - i. A new St. Croix River crossing will result in adverse impacts to the visual qualities of the Riverway and will also result in an adverse impact to a user's recreational experience along the Riverway. The following is a description of the three components of this mitigation item:
    - a. Archaeological Surveys: A new river crossing will impact the visual qualities for which the Riverway was set aside and will impact people's recreational experience on

the Riverway. To compensate for this, the riverway agencies (NPS, MnDNR, WisDNR) have proposed to restore native vegetation and develop campsites along the Lower St. Croix National Scenic Riverway (Lower Riverway) in order to enhance the camping experience while protecting the Riverway's resources. Prior to any management activities to remove exotic species and restore natural species (e.g., burning or other treatment plans) or prior to any campsite expansion, the NPS shall complete archaeological surveys of the affected areas in their respective states, in consultation with the Minnesota and Wisconsin SHPO's in that state, and any objects found will be documented and curated.

- b. **Historic Research:** A new river crossing will impact and change the appearance of the river and shoreline. To raise awareness among river users and researchers of how man has changed the river in the past, the NPS, in consultation with the Minnesota and Wisconsin SHPO's, will document the river changes implemented by the U. S. Army Corps of Engineers (i.e., decisions; proposed and implemented plans; photographs and drawings). The NPS will also document, including photographs, the history of the Boonsite and its effect on the Riverway and the logging industry. The results of these efforts will be a scholarly document and an overview of the research on the NPS website.
  - c. **Restroom Facilities:** Increasing recreational use of the St. Croix River has elevated demand for restroom facilities along the river. To respond to this demand, and to minimize pollution associated with the lack of proper sanitation, NPS will construct new restroom facilities along the Riverway to enhance the recreational experience while protecting the Riverway's resources.
- ii. As part of the Project, Mn/DOT will provide funding in the amount of \$250,000 for these three components of this mitigation item to the NPS. The NPS will be responsible for any Section 106 consultation required for the activities in this mitigation item. The NPS will be responsible for the purchase and maintenance of the restroom facility.

j. Covenants on Excess Property:

This mitigation item will require the placement of covenants on potential excess properties from the 1995 Final EIS Preferred Alternative alignment in Wisconsin and the former STH 35 wayside rest area to limit future development. There will be no excess property available on the Minnesota side of the Riverway in lower Oak Park Heights; all of the previously purchased right-of-way for the 1995 FEIS Preferred Alternative alignment will be used by the Preferred Alternative.

The excess property in Wisconsin could eventually be sold as surplus property. If sold as surplus property, WisDOT shall record deed-restrictive covenants on the properties that are consistent with Lower St. Croix National Scenic Riverway Cooperative Management Plan (CMP) guidelines (e.g., bluff setback; structure height – see Appendix A of the CMP). WisDOT anticipates a loss of approximately \$466,000 on the sale of these properties with the restrictive covenants in place.<sup>1</sup> The anticipated covenants on the excess WisDOT-owned properties are listed below, and further described in Chapter 15 of this SFEIS. The three excess property parcels from the 1995 Final EIS Preferred Alternative alignment are shown on attachment to this MOU titled "WisDOT Excess Right-of-Way Layout."

---

<sup>1</sup> Estimate for the difference in Wis/DOT selling excess property with and without a restrictive covenant is \$10,000 per acre.

- i. Lands west of Existing STH 35, both at the former wayside south of the project and along the 1995 Final EIS Preferred Alternative alignment, if sold by WisDOT as excess right-of-way, shall be restricted to "Conservancy District" use as defined by St. Croix County Zoning as follows: *Conservancy District is established to preserve and perpetuate in an open state certain areas such as lowland swamps, marshes and wetlands, floodplains and stream beds, slopes, bluffs, wooded areas and other areas of aesthetic value which, because of their unique physical features, are deemed desirable to be retained for the benefit of this and future generations. The regulations of the Conservancy District are intended not only to preserve and perpetuate open space land and water areas consistent with the intent and purpose of this chapter, but also to protect the community and the County from costs and consequences that may be incurred when unsuitable development occurs in such areas.*

The land west of Existing STH 35 at the former wayside south of the project is approximately 9.9 acres in size. The land west of Existing STH 35 in the area of the 1995 Preferred Alternative is approximately 10.8 acres in size.

- ii. Land east of Existing STH 35 along the 1995 Preferred Alternative alignment from Existing STH 35 to the east-west ¼ line of Section 26, Town 30 North, Range 20 West, approximately ¼-mile south of Existing CTH E, if sold by WisDOT as excess right of way, shall be restricted to "Agriculture Residential District" use as defined by St. Croix County Zoning as follows: *Agricultural Residential District: This district is created to establish areas within which agricultural uses, commercial uses serving agriculture, limited commercial, institutional residential uses may be located. The Agricultural Residential District is intended to include areas in which exclusive agricultural use on an area-wide basis is not warranted due to such factors as the existence of mixed uses prior to the date the district was established and located, demonstrated or expected ability of farm and selected nonfarm uses to exist in close proximity without undue conflict or a determination that the area is in a state of transition to urban residential character.*

The restriction on this parcel could be removed if equal or greater acreage with equivalent restrictions is provided in the Town of St. Joseph. This parcel of land is approximately 25.9 acres in size.

- iii. Land adjacent to the New STH 64/35/CTH E interchange north of the east-west ¼ line of Section 26, Town 30 North, Range 20 West, approximately ¼-mile south of Existing CTH E to the proposed south right-of-way line for Relocated STH 35, is not required to have any restrictions in use on the deed in the sale as excess right-of-way. This parcel of land is approximately 6.7 acres in size.

k. Spill Response Plan.

As population grows and traffic levels increase in St. Croix County, Wisconsin, Washington County, Minnesota and in the Minneapolis/St. Paul metropolitan area, the risk of traffic related spills within the St. Croix River basin increases. A comprehensive spill response plan will help improve the ability for federal, state, regional and local governments to respond to such spills, and minimize the potential adverse impacts to surface waters, groundwater and aquatic and terrestrial wildlife populations and habitats.

As part of the Project, Mn/DOT will provide funding in the amount of \$100,000 to the NPS to work with contractors or consultants to develop a River Defense Network for spill response.



This effort will include mapping spill entry routes and determining time of travel for various flow regimes and spill locations. It will also include arrangements for spill contractors and equipment storage at various locations along the river for rapid deployment.

#### 10. Monitoring and Reporting

- a. On March 1st of every year, FHWA shall submit a summary annual report to the signatories detailing the measures carried out pursuant to the terms of this MOU. FHWA shall submit an annual report every year until the mitigation item work contained within this MOU is completed.
- b. The annual report will describe all actions taken by FHWA, Mn/DOT, WisDOT and other agencies during the preceding year to implement the terms of this MOU, identify any problems or unexpected issues encountered during the year, any disputes and objections submitted or resolved, any changes recommended in implementation of the MOU, and any scheduling changes. The annual report shall also include a timetable of mitigation item activities proposed for implementation within the following year or two.
- c. The signatories of this MOU shall review the annual report and provide their comments to FHWA within thirty (30) days of receipt of the report. FHWA shall also provide the annual report to the Mn/DOT Cultural Resources Unit, the MnSHPO and the WisSHPO.
- d. At its own discretion or at the request of any signatory to this MOU, FHWA shall convene a meeting to facilitate review and comment on the annual report, and to resolve any questions about its content and/or to resolve adverse comments.

#### 11. Oversight Committee.

An Oversight Committee, composed of representatives from the National Park Service, Minnesota Department of Natural Resources, Wisconsin Department of Natural Resources, U.S. Fish & Wildlife Service, Minnesota Department of Transportation, Wisconsin Department of Transportation, and Federal Highway Administration, will receive Annual Reports as described above and at the group's discretion, meet on an as-needed basis (minimum of annual meetings are expected).

Attachments: Preferred Alternative Layout  
Mitigation for Riverway Impacts Graphic dated 03-14-06  
MOU between Mn/DOT and Xcel for the Barge Unloader Facility  
MOU between WisDOT and Edward T. Johnston for removal of Buckhorn sign  
WisDOT Excess Right-of-Way Layout

Signatures signify agency concurrence with this Memorandum of Understanding

National Park Service

By: Tom Bradley

Tom Bradley

Superintendent

St. Croix National Scenic Riverway

Date: 3/27/06

Minnesota Department of Transportation

By: Khani Sahebjam

Khani Sahebjam

Metro District Engineer

Date: 4/11/06

Wisconsin Department of Transportation

By: Rory L. Rhinesmith

Rory L. Rhinesmith

Regional Operations Manager

Division of Transportation System Development

Date: 03/21/06

Federal Highway Administration

By: Thomas K. Sorel

Thomas K. Sorel

Division Administrator

Date: 3-28-06

Wisconsin Department of Natural Resources

By: Scott Humrickhouse

Scott Humrickhouse

Director

West Central Region

Date: 3/24/06

Minnesota Department of Natural Resources

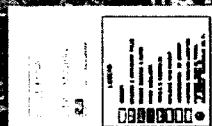
By: Kent Lokkesmoe

Kent Lokkesmoe

Director

Division of Waters

Date: 3-27-06



**SRE** CONSULTING GROUP, INC.  
ALTERNATIVE B-1  
WITH 1985 AT-GRADE  
INTERSECTION DESIGN

# ST. CROIX RIVER CROSSING PROJECT

## MITIGATION FOR RIVERWAY IMPACTS

	Record Of Decision July 2006	Lift Bridge Repair Project Ending Summer 2006	FHWA Authorization Of Funding	Letting Of Project	Begin Construction	End Construction	One Year After Construction
Removal Of Xcel Barge Unloading Facility And Mooring Cells	MOU Between Mn/DOT And Xcel				Use Existing Facility for Staged Construction		Removal Of Xcel Barge Unloader & Mooring Cells
Mitigation for Damages to Blufflands			\$2,000,000 Joint Powers Agreement With Mn/DOT and W&DNR \$2,500,000 Joint Powers Agreement With Mn/DOT and St. Croix Co.			Purchase/Protect Blufflands, Fee Title, Development Rights or Easements	
Bluffland Restoration	MOU Between W&DNR And Sign Owner				Removal Of The Buckhorn Sign		Restoration Of W&DNR Approach Lift Bridge Per Visual Quality Manual
Removal Of Terra Terminal Building		Identify As Construction Staging Site		Removal Of Terra Terminal Building Building Pools Removed And Site Restored		Potential Use As Construction Staging Site	
Kalliner Park					Removal Of Non-Historic Man-Made Elements And Allow Reversion To A Natural State		
Riverway Interpretation			\$300,000 Joint Powers Agreement With Mn/DOT And NPS (Local Agency)			Implementation Of Riverway Interpretation	
Public Boat Access			\$1,200,000 Interagency Agreement With Mn/DOT And Mn/DNR Site search, Study For Boat Access Location, And Environmental Study By Mn/DNR.				
Loop Trail System		Final Design Of Loop Trail System			Construction Of Loop Trail System		Construction And Completion Of Loop Trail On Approaches To Lift Bridge And On Lift Bridge
Recreation, Education and Riverway Restoration: - Archeological Surveys - Historical Research - Restroom Facilities			\$250,000 Joint Powers Agreement With Mn/DOT And NPS		Implementation Of The Agreement		
Covenants On Excess Property		Deed Covenant Language				Disposition of excess properties with Covenants	
Spill Response Plan			\$100,000 Joint Powers Agreement With Mn/DOT And NPS			Implementation of the Agreement	

### TIME LINE DEFINITIONS

Record Of Decision: FHWA's Environmental Decision Document

FHWA Authorization: Normally 5 weeks prior to letting

LETTING: DOT's Advertise for bids, hiring construction contractors, typically 4-6 weeks prior to construction

**Memorandum of Understanding Between**  
**The Minnesota Department of Transportation**  
**And**  
**Northern States Power Company d/b/a Xcel Energy**

1. Removal of Barge Unloader Facility. As a part of the St. Croix River Crossing Project, the Minnesota Department of Transportation ("MnDOT") will remove from the Northern States Power Company's d/b/a Xcel Energy (NSP) Allen S. King generating plant the Barge Unloader Facility including, but not limited to, the entire barge unloading structure, mooring cells, and support cells, the truss and conveyor belt system between the unloader and Transfer House #1. ("Facility"). The Pivot Cell will be left in place. The entire removal of the Barge Unloader Facility will follow the completion of the new river crossing bridge construction.
  - 1.1. NSP will designate an NSP employee to work with MnDOT and it's Contractor to coordinate all on site activities during the removal of the Barge Unloader Facility.
  - 1.2. NSP may salvage any portion of the in-place Barge Unloader Facility but must complete such work at least 6 months prior to MnDOT advertising the bridge contract. NSP shall also notify MnDOT of any major modifications to the in-place Barge Unloader Facility and associated equipment such that potential contractors will be fully aware of the scope of work required for the Facility's removal.
  - 1.3. The Pivot Cell will remain in place with no modifications except as may be required for the removal of other facilities and equipment removed from the Facility. The Pivot Cell will be left in place to allow its use as a future mooring Facility for barges that NSP may need to place at the site.
  - 1.4. Coal spillage located under and around the Barge Unloader Facility will be left in place and will not be part of the removal of the Barge Unloader Facility.
  - 1.5. The mooring cells gravel contents will not be removed by MnDOT and will be allowed to remain on the river bottom for aquatic habitat.
  - 1.6. The sheet piling of the cells will either be pulled entirely or cut off near the river bottom and removed at MnDOT's discretion.
  - 1.7. The concrete cap on the cells (except for the Pivot cell) will be removed.
  - 1.8. All materials removed from the Barge Unloader Facility will become the property of MnDOT's Contractor.
  - 1.9. The opening left in Transfer House #1 by the removal of the Barge Unloader Facility shall be repaired by MnDOT's Contractor.



2. Use of the Barge Unloader Facility as a Barge Staging Area

- 2.1. An Extradosed Bridge Type is recommended for the preferred new river crossing bridge type. Construction of a new river crossing bridge will require barge oriented activities. Because of this, the Barge Unloader Facility would become a barge staging area where barges used for the construction of the new river crossing would be moored.
- 2.2. Recent evolution of a wetland located near the new river crossing has eliminated that area as a potential staging area, creating a shortage of available staging areas for this project. If additional staging areas are necessary, MnDOT will contact NSP during the design phase about the availability of a NSP site known as the "West Construction Building Area". If this site is to be used as another staging area, access to that site is only allowed from the Emergency Vehicle Access Road via the entrance off of TH 95 at the Wastewater Treatment Plant.
- 2.3. NSP will designate an NSP employee to work with MnDOT and it's Contractor to coordinate all on site activities during the staged construction of the new river crossing bridge.

3. Disclosure

- 3.1. NSP acknowledges that the only known potentially hazardous waste issues associated with the Facility is the lead paint coating. All PCB oil transformers have been removed from the Facility. Any transformers on the Facility now contain only non-hazardous transformer oil.
  - 3.2. The Barge Unloader Facility steel structure is covered with lead based paint. MnDOT will be solely responsible for and will use the appropriate disposal/recycling methods for removing and disposing these materials. MnDOT's Contractor will comply with MnDOT's Standard Specifications for Construction during the removal and disposal of these materials.
  - 3.3. In the event that lead or lead coatings are detected on non-steel components or if other materials that may be classified as hazardous waste are detected on the barge unloader Facility then MnDOT must immediately notify NSP and such notification must be documented in writing. NSP will be allowed the option to approve of the disposal of such hazardous waste or dispose of such hazardous wastes at its own selected disposal site.
4. Transformers. Electrical transformers located on the barge unloader Facility will be removed and disposed of by NSP, approximately 3 months prior to the use of the Barge Unloader Facility as a staging area

5. Access.

- 5.1. The majority of work associated with either the Barge Staging Area or the removal of the Barge Unloader Facility shall be conducted from the river. NSP will allow temporary access to and from the Barge Unloader Facility and work areas to MnDOT and its contractor at no cost to MnDOT. A potential temporary access is located adjacent to the northern property line of NSP on an existing gravel road (Emergency Vehicle Access Road). Access to this area is only allowed from the Emergency Vehicle Access Road via the entrance off of TH 95 at the Wastewater Treatment Plant.
- 5.2. The parties agree to coordinate for use and maintenance of the temporary access.
6. Permit. NSP will issue a temporary occupancy permit at no cost to MnDOT or MnDOT's Contractor to conduct the barge staging and barge unloader Facility removal and associated work. MnDOT and MnDOT's Contractor will be responsible, at its expense, for securing from any other organizations or agencies including but not limited to the Minnesota Department of Natural Resources, U. S. Army Corp of Engineers, U. S. Fish and Wildlife Service, any other permits that may be required to conduct the barge unloader Facility removal and associated work.
7. Nesting Site. NSP will relocate the Osprey nesting site presently located on the barge unloader Facility. NSP will also relocate the camera and its associated equipment.
8. Timing. MnDOT and its Contractor will determine the appropriate timeframe for the Staging Work and Facility's Removal and will coordinate these schedules and removal activities with NSP. The Staging Work and Removal Work, once started, shall occur in a timely manner and shall in no way interfere with the operation of the King plant; in the event of any conflicts the King plant operations shall have priority. The Staging Work will correspond with the construction timeframe of the new river crossing bridge. The Barge Unloader Removal work shall be completed within 12 months following the opening of the new river crossing bridge.
9. Security. MnDOT recognizes the need for NSP to maintain security in and around their operation. Following the Staging Work and removal of the Barge Unloader Facility, MnDOT will assure that a lockable gate is placed on this emergency vehicle access road and that NSP will receive keys or any other means necessary to open the gate. MnDOT and NSP will review and evaluate the need for a security guard patrol during the timing of this MOU. The review and evaluation will occur no less than 60 days prior to the Staging Work.
10. Boat Ramp. The St. Croix River Crossing Project is currently not planning for the construction of a boat ramp adjacent to the King Plant. A Boat Ramp location study, environmental study, and wetland mitigation is anticipated to be performed by Mn/DNR prior to any boat ramp construction within the riverway.
11. Emergency Vehicles. Emergency vehicle access to the King plant will be provided during the Staging Work and removal of the Barge Unloader Facility. The present route uses the gravel road south of the treatment plant to enter the King Plant. MnDOT will continue to provide a similar emergency vehicle roadway. Following the Staging Work and removal of the Barge Unloader Facility, MnDOT will assure that a lockable gate is placed on this emergency vehicle access road and that NSP will receive keys or any other means necessary to open the gate. NSP will continue to be responsible for the snow removal from the emergency vehicle access.

12. It is the understanding of both MnDOT and NSP that there will be no financial compensation by either party for the work and tasks described in this MOU.
13. If the St. Croix River Crossing project is not constructed, the barge staging area and removal of the Facility will not be conducted and the barge unloader Facility will be left in place.
14. Responsibility of MnDOT and its Contractor. MnDOT will incorporate its "Standard Specifications For Construction" into its contract with its Contractor, including, without limitation, specification 1712 "Protection and Restoration of Property". All property of MnDOT, its contractors, employees, or agents upon or within NSP's premises shall at all times be there at their own risk. MnDOT, will be responsible for its own acts and omissions to the extent provided by Minnesota Statutes section 3.736 and other applicable law. All property of MnDOT, its contractors, employees or agents upon or within NSP's premises shall at all times be there at MnDOT's own risk. MnDOT will require its contractor to obtain Worker's Compensation insurance and Liability insurance in a minimum amount of \$5,000,000, specifically covering work to be performed on or about NSP's premises, and naming NSP as an additional insured with respect to such work. The following insurance coverages will be required:
  - Bodily Injury Liability
  - Property Damage Liability
  - Physical Damage to PropertyThe insurances shall be in full force and effect before any work is performed on NSP's Right of Way, including hauling of materials. The insurance shall not be canceled by the Contractor until the work for which it is required has been completed and accepted. If MnDOT or its contractors have or obtain insurance for this MOU, MnDOT or its contractor shall grant NSP a waiver of subrogation by its insurance company for any loss or damage to MnDOT's or its contractor's property.
15. This Memorandum of Understanding ("MOU") is not a binding agreement and that any binding obligations of the parties to this MOU will be made pursuant to written, and properly executed and approved agreements (s). This MOU merely depicts a proposed plan of action for the mutual convenience of the parties.

I concur with this Memorandum of Understanding

Northern States Power Company,

d/b/a/ Xcel Energy

By: Mark Fritsch

Mark Fritsch

Director – Allen S. King Plant

Date: 9-28-2005

Minnesota Department of Transportation

By: Patrick L. Hughes

Patrick Hughes

Metro Division Engineer

Date: 10/11/05

Attachments: Preferred Alternative Layout  
Current Project Schedule

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION  
AND  
EDWARD T. JOHNSTON**

This Memorandum of Understanding is to serve as an preliminary agreement between the Wisconsin Department of Transportation (WISDOT) and Edward T. Johnston (OWNER) in regards to the possible removal of the Buckhorn sign located on the OWNER's property located in Sections 27 and/or 34, Town 30 North, Range 20 West, Town of St. Joseph, St. Croix County, Wisconsin.

The following stipulations are agreed to in general and shall be negotiated as specific items in a Construction Permit to be executed between the WISDOT and the OWNER:

This work will include removal of the individual Buckhorn sign letters, all supporting foundations, and all electrical connections serving only the sign.

WISDOT will determine the appropriate timeframe for the Buckhorn sign removal and will coordinate these schedules and removal activities with the OWNER. The removal work, once started, shall occur in a timely manner.

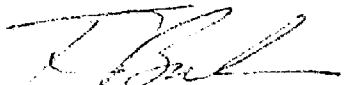
The OWNER will allow temporary access to and from the OWNER's property to WISDOT and its contractor at no cost.


WISDOT will restore all disturbed areas on the OWNER's property to conditions agreeable to the OWNER which shall include restoring the ground to its original contours, replacing topsoil seeding, fertilizing and mulching all areas disturbed by the Buckhorn sign removal activities.

WISDOT and its contractor will be responsible, at no expense to the OWNER, for securing from any other organizations or agencies, including, but not limited to, the Wisconsin Department of Natural Resources any permits that may be required to conduct the Buckhorn sign removal and associated work.

It is the understanding of both WISDOT and the OWNER that there will be no financial compensation by either party for the work and tasks described in this Memorandum of Understanding.

If the St. Croix River Crossing project is not constructed, removal of the Buckhorn sign will not be done and it will be left in place.

  
\_\_\_\_\_  
Thomas J Beekman, P.E.      12-5-05  
Wisconsin Department of Transportation      Date

  
\_\_\_\_\_  
Edward T. Johnston      12-1-05  
Property Owner      Date



ST. CROIX RIVER

LIFT BRIDGE

HOULTON

STH 35

OLD STH 35

STH 35 / 64

13TH ST.

CTH E

EAST - WEST 1/4 LINE

STH 35

STH 35

0 1000  
scale feet

LEGEND

- LAND WEST OF EXISTING STH 35
- LAND EAST OF EXISTING STH 35
- LAND ADJACENT TO NEW STH 64/35/CTH E INTERCHANGE
- PREFERRED ALTERNATIVE ALIGNMENT

\* FORMER WISDOT WAYSIDE NOT SHOWN ON THIS MAP

## St. Croix River Crossing Project

## Riverway Memorandum of Understanding

**AMENDMENT NO. 01 TO MnDOT CONTRACT NO. 01080**

Contract Start Date: September 25, 2012	Original Contract Amount:	\$ 1,200,000.00
Original Contract Expiration Date: May 7, 2018	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: May 7, 2018	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: June 30, 2020	Total Amended Contract Amount:	\$ 1,200,000.00

**Federal Project Number:** N/A**State Project Number (SP):** 8214-114**Trunk Highway Number (TH):** 36**Project Identification:** MnDNR's Public Boat Access Mitigation item for St. Croix Crossing Project

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and **Minnesota Department of Natural Resources (MnDNR)**, Address: **500 Lafayette Rd, St. Paul, MN 55155** ("Contractor").

**RECITALS**

1. State has a contract with Contractor identified as MnDOT Contract Number 01080 ("Original Contract") for locating and constructing a Public Boat Access Facility.
2. This contract is being amended to add time to facilitate the completion of the Public Boat Access Facility. No additional compensation or change in scope of work is necessary.
3. State and Contractor are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded** and underlined.

**REVISION 1. Subarticle 3.2** is amended as follows:

- 3.2 **Expiration date:** This Agreement will expire ~~five years from the date of disbursement of funds by Mn/DOT on~~ **June 30, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this Agreement.

**REVISION 2. Subarticle 4.1** is amended as follows:

- 4.1 **For Mn/DOT.** Mn/DOT's Authorized Representative is:  
~~Mark Hagen~~ **Josh Hebert**, 1500 West County Road B2, Roseville, MN 55113, 651/234-~~7686~~ **7688**, or his successor.  
~~Mn/DOT's Mitigation Project Managers are~~ **St. Croix Crossing Project Coordinator is:**  
Todd Clarkowski, 1500 West County Road B2, Roseville, MN 55113, 651/234-~~7714~~ **7554**, or his successor, ~~and~~  
~~Jon Solberg, 1500 West County Road B2, Roseville, MN 55113, 651/234-7792, or his successor.~~

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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



**STATE ENCUMBRANCE VERIFICATION**

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

Signed: **Racheal M.**

Digitally signed by Racheal M. Glancy  
DN: cn=Racheal M. Glancy  
Date: 2018.01.12 08:12:46 -06'00'

Date: **Glancy**

SWIFT Contract ID No. 53586

SWIFT Purchase Order ID No. 3000085318

**MnDNR**

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

Signed: 

Title: Deputy Director

Date: 1/5/2018

**DEPARTMENT OF TRANSPORTATION (with delegated authority)**

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

**Chris Roy**

Digitally signed by Chris Roy

DN: cn=Chris Roy

Date: 2018.01.12 08:21:51

-06'00'

**COMMISSIONER OF ADMINISTRATION**

Signed: 

Date: 1/29/18

55180

09 REC'D JAN 12 10 44 AM '18

**AMENDMENT NO. 02 TO MnDOT CONTRACT NO. 01080**

Contract Start Date: September 25, 2012	Original Contract Amount:	\$ 1,200,000.00
Original Contract Expiration Date: May 7, 2018	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: June 30, 2020	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: December 31, 2020	Total Amended Contract Amount:	\$ 1,200,000.00

**Federal Project Number:** N/A**State Project Number (SP):** 8214-114**Trunk Highway Number (TH):** 36**Project Identification:** MnDNR's Public Boat Access Mitigation item for St. Croix Crossing Project

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and **Minnesota Department of Natural Resources (MnDNR)**, Address: **500 Lafayette Rd, St. Paul, MN 55155** ("Contractor").

**RECITALS**

1. State has a contract with Contractor identified as MnDOT Contract Number 01080 ("Original Contract") for locating and constructing a Public Boat Access Facility.
2. This contract is being amended to add time to facilitate the completion of work with the Union Pacific Railroad on a crossing design, undertake a mussel survey and still be able to get their boat access project let this spring and constructed this fall. No additional compensation or change in scope of work is necessary.
3. State and Contractor are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded and underlined**.

**REVISION 1. Subarticle 3.2** is amended as follows:

- 3.2 **Expiration date:** This Agreement will expire on ~~June 30, 2020~~ **December 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this Agreement.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

SWIFT Contract ID No. 53586

SWIFT Purchase Order ID No. 300085318

**MnDNR**

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

Signed: 

Title: DEPUTY DIRECTOR

Date: 01/27/2020

**DEPARTMENT OF TRANSPORTATION (with delegated authority)**

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:

**AMENDMENT NO. 03 TO MnDOT CONTRACT NO. 01080**

Contract Start Date: September 25, 2012	Original Contract Amount:	\$ 1,200,000.00
Original Contract Expiration Date: May 7, 2018	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: December 31, 2020	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: December 31, 2021	Total Amended Contract Amount:	\$ 1,200,000.00

**Federal Project Number:** N/A**State Project Number (SP):** 8214-114**Trunk Highway Number (TH):** 36**Project Identification:** MnDNR's Public Boat Access Mitigation item for St. Croix Crossing Project

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and **Minnesota Department of Natural Resources (MnDNR)**, Address: **500 Lafayette Rd, St. Paul, MN 55155** ("Contractor").

**RECITALS**

1. State has a contract with Contractor identified as MnDOT Contract Number 01080 ("Original Contract") for locating and constructing a Public Boat Access Facility.
2. This contract is being amended to add time due to project development timing delays. MnDNR is still planning on finalizing the boat access design this summer and fall by working with the Union Pacific Railroad on a crossing design, undertaking a MnDNR mussel survey, working out jurisdictional issues with the City of Oak Park Heights and will still be able to get their boat access project let this fall and constructed next summer. No additional compensation or change in scope of work is necessary.
3. State and Contractor are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck-out~~ and the added contract terms will be **bolded and underlined**.

**REVISION 1. Subarticle 3.2** is amended as follows:

- 3.2 ***Expiration date:*** This Agreement will expire on ~~December 31, 2020~~ **December 31, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this Agreement.

**REVISION 2. Subarticle 4.1** is amended as follows:

- 4.1 ***For Mn/DOT.*** Mn/DOT's Authorized Representative is:  
Josh Hebert, 1500 West County Road B2, Roseville, MN 55113, 651/234-~~7688~~ **7615**, or his successor.  
Mn/DOT's St. Croix Crossing Project Coordinator is:  
~~Todd Clarkowski, 1500 West County Road B2, Roseville, MN 55113, 651/234-7554~~ **Michael Beer, 2055 N Lilac Drive, Golden Valley, MN 55422, 651-366-5104**, or his successor.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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



**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

SWIFT Contract ID No. 53586

SWIFT Purchase Order ID No. 3000085318

**MnDNR**

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

Signed:

Title:

Date:

**DEPARTMENT OF TRANSPORTATION (with delegated authority)**

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

**AMENDMENT NUMBER 04 TO MnDOT CONTRACT NUMBER: 01080**

Contract Start Date: September 25, 2012	Original Contract Amount:	\$ 1,200,000.00
Original Contract Expiration Date: May 7, 2018	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: December 31, 2021	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: December 31, 2022	Total Amended Contract Amount:	\$ 1,200,000.00

**Federal Project Number:** N/A**State Project Number (SP):** 8214-114**Trunk Highway Number (TH):** 36**Project Identification:** MnDNR's Public Boat Access Mitigation item for St. Croix Crossing Project

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and **Minnesota Department of Natural Resources (MnDNR)**, Address: **500 Lafayette Rd, St. Paul, MN 55155** ("Contractor").

**RECITALS**

1. State has a contract with Contractor identified as MnDOT Contract Number 01080 ("Original Contract") for locating and constructing a Public Boat Access Facility.
2. This contract is being amended to add time due to unforeseen COVID-19 delays. No additional compensation or change in scope of work is necessary.
3. State and Contractor are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticle 3.2** is amended as follows:

- 3.2 ***Expiration date:*** This Agreement will expire on ~~December 31, 2021~~ **December 31, 2022**, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this Agreement.

**REVISION 2. Subarticle 4.1** is amended as follows:

- 4.1 ***For MnDOT.*** MnDOT's St. Croix Crossing Project Coordinator is: ~~Michael Beer, 2055 N Lilac Drive, Golden Valley, MN 55422, 651-366-5104,~~ **Adam Josephson, 1500 W CO Rd B2, Roseville, MN 55113, 651-775-4087,** or his successor.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**MnDNR**

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Signed:

Title:

Date:

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:

SWIFT Contract 53586  
SWIFT PO# 3-85318  
KEP 11/23/2021

**AMENDMENT NUMBER 5 TO MnDOT CONTRACT NUMBER: 01080**

Contract Start Date: September 25, 2012	Original Contract Amount:	\$ 1,200,000.00
Original Contract Expiration Date: May 7, 2018	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: December 31, 2022	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: December 31, 2023	Total Amended Contract Amount:	\$ 1,200,000.00

**Federal Project Number:** N/A**State Project Number (SP):** 8214-114**Trunk Highway Number (TH):** 36**Project Identification:** MnDNR's Public Boat Access Mitigation item for St. Croix Crossing Project

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and **Minnesota Department of Natural Resources (MnDNR)**, Address: **500 Lafayette Rd, St. Paul, MN 55155** ("Contractor").

**RECITALS**

1. State has a contract with Contractor identified as MnDOT Contract Number 01080 ("Original Contract") for locating and constructing a Public Boat Access Facility.
2. This contract is being amended to add time due to ongoing challenges coordinating with the Union Pacific R/R. No additional compensation or change in scope of work is necessary.
3. State and Contractor are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticle 3.2 is amended as follows:**

- 3.2 Expiration date: This Agreement will expire on ~~December 31, 2022~~ **December 31, 2023**, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this Agreement.

**REVISION 2. Subarticle 4.1 is amended as follows:**

- 4.1 ***For MnDOT.*** MnDOT's Authorized Representative is:  
~~Josh Hebert~~ **Augustine Kamprath**, 1500 West County Road B2 Roseville, MN 55113, 651/234-~~7615~~ **7682**, or his successor  
MnDOT's St. Croix Crossing Project Coordinator is:  
Adam Josephson, 1500 W CO Rd B2, Roseville, MN 55113, 651-775-4087, or his successor.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**MnDNR**

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

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

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

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

SWIFT Contract 53586  
SWIFT PO# 3-85318  
KEP 9/19/2022

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:



## Minnesota Pollution Control Agency

Brainerd Office | 7678 College Road | Suite 105 | Baxter, MN 56425 | 218-828-2492

800-657-3864 | 651-282-5332 TTY | [www.pca.state.mn.us](http://www.pca.state.mn.us) | Equal Opportunity Employer

MnDOT Agreement #02909  
01822 was assigned by mistake

December 4, 2012

Mr. Bernard J. Arseneau, Deputy Commissioner of Transportation  
Minnesota Department of Transportation  
District 6  
2900 48th Street Northwest  
Rochester, MN 55901

Mr. Larry Lunda, President  
Lunda Construction Company  
620 Gebhardt Road  
P.O. Box 669  
Black River Falls, WI 54615



RE: Executed Stipulation Agreement

Dear Mr. Arseneau and Mr. Lunda:

Enclosed is your signed copy of the executed Stipulation Agreement (Agreement) that was signed by the Minnesota Pollution Control Agency (MPCA) Commissioner or his designee.

The date upon which the Agreement was executed by the Commissioner or his designee is the effective date of the Agreement.

Minnesota Department of Transportation and Lunda Construction Company (Regulated Parties) are reminded that the \$7,500 civil penalty is due, within 30 days of the postmarked date of this Agreement. Payment should be made by a certified check, made payable to the "Minnesota Pollution Control Agency" and sent to the attention of: Fiscal Services – 6th Floor, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194.

As indicated in the Agreement, all communications between the Regulated Party and the MPCA concerning the terms and conditions of the Agreement shall be directed to the MPCA Case Contact, Lisa Woog, at 218-316-3891.

Thank you for your cooperation in this matter.

LW:dlp

Enclosure

cc: Joseph Maternowski, Hessian & McKasy, Minneapolis (w/enclosure)  
Leah Hedman, Attorney General's Office, St. Paul (w/enclosure)  
Dan Card, MPCA, St. Paul (w/enclosure)  
Lisa Woog, MPCA, Brainerd (w/enclosure)  
Enforcement Data Coordinator-Enforcement Database Tracking Owner: 12419, Contractor: 12420, St. Paul (w/enclosure)  
Stephen Mikkelsen, MPCA, Brainerd (w/enclosure)  
File



MnDOT Contract # 01822

*Settlement Offer Not Admissible in Court Proceedings Under Minn. R. Evid. 408*

STATE OF MINNESOTA  
MINNESOTA POLLUTION CONTROL AGENCY

IN THE MATTER OF:           Minnesota Department of Transportation  
                                  Lunda Construction Company

STIPULATION AGREEMENT

**Part 1. PARTIES.** This Stipulation Agreement ("Agreement") applies to and is binding upon the following parties:

- a. Minnesota Department of Transportation ("Regulated Party" or "MNDOT"); and
- b. Lunda Construction Company ("Regulated Party" or "Lunda"); and
- c. The Minnesota Pollution Control Agency ("MPCA"), which is authorized to enter into this

Agreement under Minn. Stat. chs. 115 and 116.

Unless specified otherwise in this Agreement, where this Agreement identifies actions to be taken by the MPCA, the Commissioner or the Commissioner's designees shall act on the MPCA's behalf. If there is more than one Regulated Party, the term "Regulated Party" applies to both Regulated Parties, unless the Agreement refers specifically to one Regulated Party by name.

**Part 2. PURPOSE AND SCOPE OF STIPULATION AGREEMENT.** The purpose of this Agreement is to resolve the alleged violations set out in Part 4 of this Agreement by specifying actions the Regulated Party agrees to undertake. By entering into this Agreement, the Regulated Party is settling a disputed matter between itself and the MPCA and does not admit that the alleged violations set out in Part 4 of this Agreement occurred. However, the Regulated Party agrees that the MPCA may rely upon the alleged violations set out in Part 4 as provided in Part 9 of this Agreement. Except for the purposes of implementing and enforcing this Agreement, nothing in this Agreement constitutes an admission by any Party, or creates rights, substantive or procedural, that can be asserted or enforced with respect to any claim of or legal action brought by a person who is not a party to this Agreement.

All citations are to the latest codification of the cited material unless otherwise indicated.

**Part 3. BACKGROUND.** The following is the background of this Agreement:

1. Construction of the Bridges of Mower County project (Site) located in Mower County started in summer 2009. The project consisted of replacing two bridges over I-90 through Austin, Minnesota. One bridge crosses Turtle Creek and the second bridge crosses Dobbins Creek where it connects to East Side Lake.
2. MNDOT District 6 is the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) permit Owner for the project.

3. Lunda Construction Company is the NPDES/SDS permit Contractor for the project.
4. MPCA staff inspected the Site on June 23, 2010, and observed and documented ineffective and missing sediment and erosion control Best Management Practices (BMPs) and impacts to waters of the state, East Side Lake.
5. June 24, 2010, MPCA staff re-inspected the same ramp and pond area adjacent to East Side Lake to determine if the corrective actions were underway. Central Landscaping had pumped the sediment basin down to stop the discharge into East Side Lake and were in process of stabilizing the exposed soils up-gradient to the sediment basin.
6. June 24, 2010, MPCA staff sent the Regulated Party the June 23, 2010 inspection report and Letter of Warning (LOW) regarding the observed violations that had already been discussed with the consultants on the project, Boonestroo, WSB, and Lunda staff on the Site. A copy of the Regulated Parties SWPPP and inspection records were also requested in the LOW.
7. June 25, 2010, Lunda submitted a copy of the SWPPP, training documentation and inspection records.
8. June 28, 2010, Lunda submitted a response to the corrective actions in the inspection report, including photos of the corrective actions consisting of: ditch blanket stabilization, inlet protection in the pond, road shoulder blanket stabilization, ramp slope hydromulched, sod at East Side Lake, blanket stabilization at North Dobbins Creek slopes, silt fence at the ramp soil pile, temporary bridge at Turtle Creek cleaned and silt fence installed below the work at Turtle Creek. The response described all the BMPs completed at the Site. The response indicated that they did not plug the pond outlet to East Lake out of concern for flooding I-90 in heavy rain. The response stated they installed floating silt fence to contain the sediment discharge (which was still able to drain into the Lake) instead. The work was completed June 24 and 25, 2010.
9. July 1, 2010, MPCA staff emailed the June 24, 2010 inspection report to the Regulated Party.
10. July 27, 2010, MPCA issued an Alleged Violation Letter (AVL) to MNDOT and Lunda for violations observed during the June 23, 2010 inspection.
11. July 29, 2010, MPCA staff returned a phone call from Andi Moffatt, WSB, regarding the status of corrective actions at the Site. Ms. Moffatt stated they were pumping the pond with a floc sock and discharging into the grass. She also stated the hydromulch was no longer functional and the vegetation did not grow and they were considering what to do.
12. July 30, 2010 and August 3, 2010, a response to the AVL was received from Lunda. The response included photos and descriptions of corrective actions taken at the Site. The response stated that the temporary ponding area overflowed after a 1.5" rainfall event and the sediment was contained in the floating silt fence (in East Side Lake). The response stated they did not want to block the outlet in an effort to avoid flooding on I-90 after the heavy rain. The response stated they did block the outlet on July 29, 2010. The response included photos of BMPs installed at the Site.
13. August 4 & 6, 2010, Lunda Construction submitted a list of stabilization dates in response to submittal request #2 in the AVL. The soil stabilization spreadsheets submitted for dates 7/20/09 thru 8/3/10 appeared to be a synopsis of all inspection activities and work at the site. Lunda also submitted a letter containing a list of the corrective actions that were requested by WSB on June 3, 2010. Lunda did not submit a copy of the actual June 3, 2010 inspection report containing the corrective actions from WSB as requested in the AVL.
14. August 5, 2010, Lunda responded to the alleged violations in the AVL. The response stated that soil stabilization had been ongoing throughout the project and that construction activity was not complete. Also that rain had just occurred the day before MPCA's inspection and that maintenance was needed and that they completed the maintenance after MPCA's inspection. The response mentioned plans to test the water quality at the site and requested that MPCA not take any further action until the testing is completed.



15. August 20, 2010, MPCA staff inspected the status of the temporary sediment basin area of the Site. The area was now completely stabilized and vegetated. The temporary sediment basin /pond had settled out and there was no longer turbid water observed in the pond.
16. As of early winter 2010, construction at the Site was complete and the Site was permanently stabilized.

**Part 4. ALLEGED VIOLATIONS.** The MPCA alleges the Regulated Party violated the following requirements of statute, rule, and/or permit condition:

**1.) Minn. R. 7050.0210, GENERAL STANDARDS FOR WATERS OF THE STATE. (2009)**

\*\*\*

**Subp. 2. Nuisance conditions prohibited.** No sewage, industrial waste, or other wastes shall be discharged from either point or nonpoint sources into any waters of the state so as to cause any nuisance conditions, such as the presence of significant amounts of floating solids, scum, visible oil film, excessive suspended solids, material discoloration, obnoxious odors, gas ebullition, deleterious sludge deposits, undesirable slimes or fungus growths, aquatic habitat degradation, excessive growths of aquatic plants, or other offensive or harmful effects.

On June 23, 2010, the MPCA inspected the Bridges of Mower County (Site) and observed and documented the discharge of sediment-laden stormwater flowing into East Side Lake from a temporary pond on the Site. The pond discharged through an outlet located in East Side Lake on the west side of Eighth Avenue Northwest. The Regulated Party caused nuisance conditions to waters of the state (including excessive suspended solids, material discoloration, and other offensive or harmful effects) by discharging sediment-laden stormwater to waters of the state.

**2.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. B. 3. Erosion Prevention Practices provides in relevant part:**

3. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.

Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.

\*\*\*

On June 23, 2010 and June 24, 2010, the MPCA inspected the Site and observed and documented that the normal wetted perimeter of a drainage swale located between I-90 and Eighth Avenue Northwest was not stabilized within 24 hours of connecting to the temporary sediment pond. The Regulated Party failed to stabilize the normal wetted perimeter of the drainage swale within 24 hours of connection to the surface water.

**3.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. C. 5. Sediment Control Practices.**

5. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters; including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.

On June 23 and 24, 2010, the MPCA inspected the Site and observed and documented a temporary soil stockpile at the following location: the I-90 interchange near East Side Lake. The stockpile did not have silt fence or other effective sediment controls installed.

**4.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. E. 4. Inspections and maintenance provides in relevant part:**

4. All erosion prevention and sediment control BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow access unless another time frame is specified below....

On June 23, 2010, the MPCA inspected the Site and observed and documented the following erosion prevention and sediment control BMPs that were nonfunctional and should have been replaced or supplemented with functional BMPs within 24 hours. The BMPs that were compromised with regard to integrity and effectiveness on June 23, 2010, included the following items:

Hydromulch that was applied on June 16, 2010 to exposed soils at the Site, as described in the RPs inspection records and AVL response, was no longer functional at the I-90 ramps near Eighth Avenue Northwest and East Side Lake. Straw mulch applied on some of the ramp slopes on June 10, 2010 was also no longer effective. Based on evidence at the Site, including the formation of gullies, sediment deposition at the toe of slopes and lack of visible cover on inactive soils at the Site, the RPs had not replaced the soil stabilization within 24 hours of their inspection on June 18, 2010.

On June 23, 2010 MPCA staff observed a floating silt curtain in Dobbins Creek (North side of I-90) that was not functional and was not effective in preventing sediment discharges from entering the surface water in this location.

On June 23, 2010 MPCA staff observed sediment controls located down gradient of construction activity which were immediately adjacent to Turtle Creek that were not functional in preventing sediment from entering the surface water.

**Part 5. CIVIL PENALTY.**

The Regulated Party agrees to pay Seven Thousand Five Hundred Dollars (total) to the MPCA as a civil penalty for the violations alleged in Part 4 within 30 days after the effective date of this Agreement. Payment of the penalty amount of \$7,500.00 is to be by check or money order payable to the Minnesota Pollution Control Agency.



The check must be mailed to: Fiscal Services – 6<sup>th</sup> Floor, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; or to make an Electronic Payment, contact Carl Agerbeck, MPCA Fiscal Services, at 651-757-2182.

If the Regulated Party fails to make the required payment within 45 days after the Effective Date of this Agreement, the Regulated Party agrees to pay a late payment charge in an amount equal to 10 percent of the unpaid civil penalty. Sixty days after the Effective Date of this Agreement, the Regulated Party agrees to pay an additional late charge in an amount equal to 20 percent of the unpaid civil penalty. If the payment, including late charges, is not received by the MPCA within 60 days after the Effective Date of this Agreement, the MPCA may immediately exercise any and all administrative and judicial remedies available to it to collect the amount due. The Regulated Party agrees to pay and shall also be indebted to the MPCA for its attorneys' fees and cost incurred by the MPCA in connection with its collection of the amounts owed pursuant to this Agreement.

**Part 6. *REGULATED PARTY REQUIREMENTS.*** The Regulated Party agrees to the following requirements:

- a. The Regulated Party shall install down gradient perimeter controls at remaining soil stockpiles.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

- b. The Regulated Party shall submit site-wide photos depicting the adequacy of current soil stabilization on-site.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

- c. The Regulated Party shall submit a description of the corrective actions installed at the temporary basin, preventing further discharges to East Side Lake, and whether any additional discharges have occurred.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

**There are no corrective actions remaining.**

**Part 7. *PENALTIES FOR VIOLATIONS OF THIS AGREEMENT.***

- a. If the Regulated Party fails to comply with requirements of Part 6 of this Agreement, the Regulated Party shall pay to the MPCA a penalty in the amount of \$500.00 per requirement for each day of failure.

- b. Penalties for failure to comply with requirements of Part 6 of this Agreement shall accrue from the date the Regulated Party was to have fulfilled the requirement until the Regulated Party fulfills the requirement. Penalties shall not accrue while the MPCA considers a timely extension request under

Part 12 or during dispute resolution under Part 10, unless the MPCA determines that the Regulated Party filed the request or initiated dispute resolution solely for purposes of delay. If the Regulated Party does not pursue dispute resolution under Part 12 for denial of a timely extension request, penalties shall accrue from the date the extension request is denied by the MPCA Case Contact. If the Regulated Party pursues dispute resolution for denial of an extension request and does not file a timely challenge in a court of competent jurisdiction as provided by Part 10, penalties shall accrue from the date of a Commissioner's dispute resolution decision against the Regulated Party until the Regulated Party fulfills the requirement that is the subject of the extension request.

c. The Regulated Party shall pay a penalty under this Part within 30 days after receiving written notice from the MPCA that the penalty is due, unless the Regulated Party has challenged the factual basis of a penalty asserted under this Part under the dispute resolution provision of Part 10, in which case the penalty, if still applicable, shall be due with 30 days of final resolution of the dispute under Part 10. The written notice shall specify the provision of the Agreement that the Regulated Party has not fulfilled and indicate the date penalties began to accrue. If the Regulated Party fails to make timely payment, the Regulated Party agrees to pay a late payment charge, in addition to the stipulated penalty, to be assessed as follows. Forty-five days after receipt of written notice, the Regulated Party shall be obligated to pay a late charge in an amount equal to 10 percent of the unpaid stipulated penalty. Sixty days after receipt of written notice, the Regulated Party shall be obligated to pay an additional late charge in an amount equal to 20 percent of the unpaid stipulated penalty.

d. In dispute resolution before the Commissioner under Part 10, the Regulated Party can contest the factual basis for the MPCA's determination that the Regulated Party has not fulfilled a requirement of this Agreement covered by this Part. However, the Regulated Party waives its right to challenge, on legal grounds, the requirement that it pay penalties under this Part.

e. The Regulated Party shall not be liable for payment of penalties for failure to comply with requirements of Part 6 [and Part 5A] of this Agreement covered by this Part if it has submitted to the MPCA a timely request for an extension of schedule under Part 12 and the MPCA has granted the request. The MPCA's grant of an extension of schedule waives the payment of penalties covered by this Part only on the requirements for which the MPCA granted an extension of schedule and only for the time period specified by the MPCA in the grant of an extension. An extension of schedule for one requirement of Part 6 [or Part 5A] does not extend the schedule for any other requirement of Part 6 [or Part 5A].

f. Any requirement of this Agreement may be enforced as provided in Minn. Stat. § 115.071. Payment of a stipulated penalty does not relieve the Regulated Party of its obligation to



fulfill and complete requirements under the Agreement and to otherwise comply with the terms and conditions of the Agreement.

**Part 8. COVENANT NOT TO SUE AND RESERVATION OF REMEDIES.** With respect to the Regulated Party, the MPCA agrees not to exercise any administrative, legal or equitable remedies available to the MPCA to address the violations alleged and described in Part 4 as long as the Regulated Party performs according to and has complied with the terms and conditions contained in this Agreement.

The MPCA reserves the right to enforce this Agreement or take any action authorized by law, if the Regulated Party fails to comply with the terms and conditions of this Agreement.

Further, the MPCA reserves the right to seek to enjoin violations of this Agreement and to exercise its emergency powers pursuant to Minn. Stat. § 116.11 in the event conditions or the Regulated Party's conduct warrant such action. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The MPCA reserves the right to pursue recovery for Natural Resources Damages pursuant to Minn. Stat. § 115.071, Minn. Stat. § 115B.08 or other laws. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The Regulated Party agrees to waive all claims it may now have, as of the effective date of this Agreement, under Minn. Stat. § 15.472 for fees and expenses arising out of matters leading up to and addressed in this Agreement.

**Part 9. REPEAT VIOLATIONS.** Federal and state environmental programs establish harsher penalties for violations of environmental laws or rules that constitute repeat violations. In a proceeding to resolve alleged violations by the Regulated Party, if any, occurring after the date of the alleged violations set out in Part 4 of this Agreement, the Regulated Party may argue about the extent to which the violations alleged in Part 4 of this Agreement should affect the penalty amount for the later violations, but waives the right: (1) to contend that the violations alleged in Part 4 of this Agreement did not occur as alleged and (2) to require the MPCA to prove the violations alleged in Part 4 of this Agreement.

**Part 10. RESOLUTION OF DISPUTES.** The parties to this Agreement shall resolve disputes that arise as to any part of the Agreement as follows:

a. Either party, acting through its Case Contact (as named in Part 13 below), may initiate dispute resolution by providing to the Case Contact of the other party an initial written statement setting forth the matter in dispute, the position of the party, and the information the party is relying upon to support its position.

The other party, acting through its Case Contact, shall provide a written statement of its position and supporting information to the Case Contact of the initiating party within 14 calendar days after receipt of the initial written statement.

b. If the parties, acting through their Case Contacts, do not reach a resolution of the dispute and reduce such resolution to writing in a form agreed upon by the parties within 21 calendar days after the initiating party receives the statement of position from the responding party, the Commissioner shall issue a written decision resolving the dispute. The written decision may address stipulated penalties assessed pursuant to Part 7. The Commissioner's decision shall be considered a final decision of the MPCA for purposes of judicial review.

c. The Commissioner's decision shall become an integral and enforceable part of this Agreement unless the Regulated Party timely challenges the decision in a court of competent jurisdiction. Failure to timely challenge means the Regulated Party agrees to comply with the MPCA Commissioner's decision on the matter in dispute and to pay any penalties that accrue pursuant to Part 7 for failure to fulfill requirements of this Agreement that are the subject of the dispute resolution. Further, if the Commissioner's decision assesses penalties pursuant to Part 7 of this Agreement, the Regulated Party agrees to and shall pay the amount of penalty determined by the Commissioner within 60 days after receiving the Commissioner's decision.

d. Throughout any dispute resolution, the Regulated Party shall comply with all portions of the Agreement that the MPCA determines are not in dispute.

**Part 11. VENUE.** Actions brought by the MPCA to enforce requirements and terms of this Agreement shall be venued in Ramsey County District Court.

**Part 12. EXTENSION OF SCHEDULES.** If the Regulated Party wants an extension of a deadline included in any schedule under this Agreement, including schedules established by approved submittals, the Regulated Party must request the extension in writing at least ten days before the scheduled deadline, or as soon as possible before that date if the reason for the extension request arises less than ten days before the deadline.

Each deadline extension request shall separately specify the reason why the extension is needed. No requested extension shall be effective until approved in writing by the MPCA, acting through the MPCA Case Contact or the Commissioner.

The MPCA shall grant an extension only for the period of time the MPCA determines is reasonable under the circumstances. The written approval or grant of an extension request shall be considered an enforceable part of the Agreement.



The Regulated Party has the burden of demonstrating to the satisfaction of the MPCA that the request for the extension is timely, and that good cause exists for granting the extension. Good cause can include, but is not limited to, the following:

- a. Circumstances beyond the reasonable control of the Regulated Party; and
- b. Delays caused by the MPCA in reviewing timely submittals required by this Agreement, submitted by the Regulated Party in complete and approvable form, which make it not feasible for the Regulated Party to meet the required schedules.

Good cause does not include unanticipated costs, increases in the cost of control equipment, or delays in MPCA review of submittals when the submittals are not in complete and approvable form.

The Regulated Party may challenge a decision by the MPCA to deny a request for an extension under Part 12.

**Part 13. CASE CONTACT.** The MPCA and the Regulated Party shall each designate a Case Contact for the purpose of overseeing the implementation of this Agreement. The MPCA Case Contact is Lisa Woog. The address and telephone number of the MPCA's Case Contact is: 7678 College Road, Suite 105, Baxter, Minnesota 56425 and 218-316-3891. The MNDOT's Case Contact is Terry Ward. The address and telephone number of the Regulated Party's Case Contact is: 2900 48<sup>th</sup> Street Northwest, Rochester, Minnesota 55901 and 507-286-7688 and Lunda's Case Contact is Doyle Honstad, P.O. Box 669, Black River Falls, Wisconsin 54615 and 651-437-9666. Either party may change its designated Case Contact by notifying the other party in writing, within five days of the change. To the extent possible, communications between the Regulated Party and the MPCA concerning the terms and conditions of this Agreement shall be directed through the Case Contacts.

**Part 14. APPLICABLE LAWS AND PERMITS.** This Agreement does not relieve the Regulated Party of the duty to comply with the requirements of all applicable federal, state and local laws and regulations, including without limitation in the Regulated Party's undertaking actions to comply with this Agreement. Except when the MPCA has specifically authorized a different compliance method in Part 6, the Regulated Party must also comply with all applicable permits, orders, stipulation agreements and schedules of compliance. Nothing in this Agreement exempts or relieves the Regulated Party of its obligation to comply with local governmental requirements.

**Part 15. OTHER CLAIMS.** Nothing herein shall release the Regulated Party from any claims, causes of action or demands in law or equity by any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating to the release of any pollutant or contaminant from its operations or from a facility. Neither the Regulated Party nor the MPCA shall be

held as a party to any contract entered into by the other party to implement the requirements of this Agreement.

**Part 16. *HOLD HARMLESS AGREEMENT.*** The Regulated Party agrees to indemnify, save and hold the MPCA, its agents and employees harmless from any and all claims or causes of action arising from or on account of acts or omissions of the Regulated Party, its officers, employees, agents, or contractors in implementing the activities conducted pursuant to this Agreement; provided, however, that the Regulated Party shall not indemnify the MPCA or save or hold its employees and agents harmless from any claims or causes of action arising out of the acts or omissions of the MPCA, or its employees and agents.

When the Regulated Party is required to hold the MPCA harmless, the MPCA shall give the Regulated Party notice of any claim or cause of action subject to this Part and the Regulated Party has the right to participate in the defense against any claim or cause of action. No settlement shall be effective against the Regulated Party unless the Regulated Party agrees to the settlement. Nothing herein waives or modifies the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable law.

**Part 16. *LIABILITIES.*** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable law.

**Part 17. *SUCCESSORS, AGENTS AND CONTRACTORS.*** This Agreement shall be binding upon the Regulated Party and its successors and assigns and upon the MPCA, its successors and assigns. If the Regulated Party sells or otherwise conveys or assigns any of its right, title or interest in the Facility, the conveyance shall not release the Regulated Party from any obligation imposed by this Agreement, unless the party to whom the right, title or interest has been transferred or assigned agrees in writing to fulfill the obligations of this Agreement and the MPCA approves the transfer or assignment. The Regulated Party shall ensure that the Regulated Party's agents, contractors and subsidiaries comply with the terms and conditions of this Agreement.

**Part 18. *AMENDMENTS.*** Except with respect to extensions of schedules granted under Part 12 and approved submittals under Part 6, this Agreement may be amended only by written agreement between the parties.

**Part 19. *EFFECTIVE DATE.*** This Agreement shall be effective on the date it is signed by the MPCA.

**Part 20. *TERMINATION.*** The provisions of this Agreement shall be deemed satisfied and terminated when the Regulated Party receives written notice from the MPCA that the Regulated Party has

demonstrated, to the satisfaction of the MPCA, that all terms of the Agreement have been completed. Termination of this Agreement does not release the Regulated Party from any duty to comply with any statutes, rules or permit conditions, whether or not they are cited in this Agreement. The Regulated Party agrees that it shall retain all records related to this Agreement for three years following its termination. Termination of this Agreement does not release the Parties from any provisions intended to have future application, including without limitation Parts 8 (Covenant Not To Sue And Reservation Of Remedies), 9 (Repeat Violations) and 16 (Hold Harmless Agreement), which terms shall survive the termination of this Agreement.



**BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND  
THE PARTIES THEY REPRESENT**

**Minnesota Department of Transportation**  
Bernard J. Arseneau, Deputy Commissioner of  
Transportation.

By: *Bernard J. Arseneau*

Name: Bernard J. Arseneau

Title: Deputy Commissioner, Chief Eng.

Date: 11-2-12

**STATE OF MINNESOTA**  
**POLLUTION CONTROL AGENCY**

By: *Beth G. Lockwood*

Beth G. Lockwood, Manager.

Stormwater Section

Municipal Division

Date: 12/3/12

**Lunda Construction Company**  
Larry Lunda, President

By: *Larry Lunda*

Name: Larry Lunda

Title: President

Date: 7-17-12



Minnesota Pollution  
Control Agency

520 Lafayette Road North  
St. Paul, MN 55155-4194

# Invoice

## Enforcement Response Program

Doc Type: Invoice Outgoing

This invoice is for enforcement penalties incurred  
with the Minnesota Pollution Control Agency (MPCA).

Address change? If yes, check here: ☐

Print new address on back of invoice.

Invoice No.: 12419-01

Invoice date: 12/3/2012

Payment Due Date: 1/3/2012

Invoice Amount: \$3,750.00

Amount paid:

**Mail payment to:**

**FISCAL SERVICES**

**MINNESOTA POLLUTION CONTROL AGENCY**

**520 LAFAYETTE ROAD NORTH**

**ST. PAUL MN 55155-4194**

**Bill to:**

Minnesota Department of Transportation

Mower County

MN

**Media:**

**Allotment #:**

**Media %:**

WQ-Stormwater    xx/2800/R3280000/R32C002/512413/ 6706/ APO-WQ

100

Return the portion above with check payable to Minnesota Pollution Control Agency.

To make an electronic payment contact MPCA Fiscal Services at 651-757-2182

## INVOICE

Minnesota Department of Transportation

Invoice number: 12419-01

Invoice date: 12/3/2012

Payment Due date: 1/3/2012

Amount Due: \$3,750.00

Minnesota Department of Transportation

Mower County

MN

STIP

If you have any questions regarding this invoice, please contact MPCA's Enforcement Penalty Coordinator at 651-757-2083

## STATE OF MINNESOTA

## LEASE

TOTAL AMOUNT <sup>6000.00</sup>  
~~\$600.00~~  
 (Annual)

LEASE NO. 10877

## Accounting Information:

Agency: <u>T79</u>	Fiscal Year: <u>1999</u>	Vendor Number: <u>095 872 001 00</u>
Total Amount of Contract: <u>\$59,100.</u>	Amount of Contract First FY: <u>\$5,000.</u>	
Commodity Code: <u>004 01 001142</u>	Commodity Code:	Commodity Code:
Object Code: <u>2A00</u>	Object Code:	Object Code:
Amount: <u>\$5,000.</u>	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>270</u>	Fund:	Fund:
Appr: <u>097</u>	Appr:	Appr:
Org/Sub: <u>8107</u>	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <u>\$5,000.</u>	Amount:	Amount:

## Processing Information:

Contract: 421311/9-16-98  
 Number/Date/Entry Signature  
L. Peterson

Order: 31525782 9/16/98 L. Peterson  
 Number/Date/Signatures  
*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.]*

THIS LEASE AGREEMENT is made by and between State of Minnesota, Veterans Homes Board, Minnesota Veterans Home - Hastings, 1200 East 18th Street, Hastings, Minnesota 55033-3680, hereinafter referred to as LESSOR and the STATE OF MINNESOTA, Department of Administration,, acting for the benefit of the Department of Transportation, and the Metropolitan Radio Board, a political subdivision, or its successors or assigns, as provided by law, 230 East Fifth Street, St. Paul, Minnesota 55101, hereinafter referred to as BOARD, (collectively referred to as LESSEE).

WHEREAS, LESSOR has under its control and supervision a parcel of land at the Minnesota Veterans Homes - Hastings, Hastings, Minnesota which is temporarily surplus to its needs;

WHEREAS, LESSEE is implementing a region wide public safety radio system communication plan as set forth in Minnesota Statutes §473.891 to §473.905; and

WHEREAS, within approximately twelve to thirty-six months, LESSEE will select a vendor to install, engineer, and finalize locations for the first phase backbone of such communication plan, and one site may be at a site in or near Hastings, Minnesota; and

WHEREAS, in order to clarify the various understandings between the parties as to the extent of the facilities and operations thereof, this Agreement is formulated and executed;

NOW THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. LEASED PREMISES AND TERM

LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of Hastings, County of Dakota, Minnesota 55033, to-wit:

An eighty foot by thirty foot (80' x 30') area of land on the property legally described as North ½ section 34T 115N R17W as shown on the plot plan attached as Exhibit A by this referenced incorporated herein,

for the term of ten (10) years commencing on September 1, 1998 and continuing through August 31, 2008 to be used for construction and installation of a tower and a shelter at the base of the tower including an access road for the region wide public radio communication plan.

2. RENT

- 2.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, LESSEE agrees to pay to LESSOR the sum of Six Thousand and no/100 Dollars (\$6000.00) for the term of the Lease Agreement, such amount to be paid in the following manner: Fifty and no/100 Dollars (\$50.00) per month, each monthly payment to become due and payable at the end of each calendar month.
- 2.2 LESSOR, STATE and BOARD hereby agree that the BOARD shall be responsible for making the rental payments due under this Lease Agreement. LESSOR shall submit all original bills and statements to BOARD as provided in Clause 9 of this Lease Agreement.
- 2.3 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension or renewal thereof.

3. OPTION TO RENEW

- 3.1 LESSOR grants and LESSEE accepts the right to one option to renew this Lease Agreement for a period of ten (10) years, which may be exercised upon agreement by all parties, at the same terms, conditions as this Lease Agreement, excepting the rental rate. Rental rate to be negotiated.
- 3.2 To exercise the above noted option, LESSEE must indicate in writing its intent to exercise said option thirty (30) days prior to the expiration date of this Lease Agreement.

4. TERMINATION

- 4.1 This Lease Agreement may be terminated by:
- a. LESSEE for any reason at any time upon giving thirty (30) days prior written notice to LESSOR.
  - b. LESSOR for any reason at any time upon giving one (1) year prior written notice to LESSEE.
- 4.2 LESSEE shall have one (1) year from receipt of written notice from LESSOR to remove its equipment.
- 4.3 LESSEE covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove the tower, shelter and its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted.

5. DUTIES OF LESSOR

Except as provided under separate agreements, LESSOR shall be required to furnish and provide routine grounds maintenance for LESSEE'S ingress and egress to the tower and the shelter.

6. DUTIES OF LESSEE

Except as otherwise provided herein, LESSEE shall:

- a. furnish materials and services (including electrical hookup and service) required for its use of the Leased Premises;
- b. maintain the Leased Premises in a reasonably good condition and state of repair during the continuance of its tenancy; and
- c. surrender the Leased Premises to LESSOR at the termination of such tenancy in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted.
- d. relocate the existing walnut trees on the Leased Premises which need removal due to LESSEE'S installation and maintenance of the tower, shelter and access road, if any.
- e. reserve space on the tower and in the shelter for LESSOR'S UHF repeater, as needed by LESSEE. Access and maintenance of the shelter and tower shall be provided through LESSEE's Project Manager or designee.

7. INSURANCE

- 7.1 LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.
- 7.2 LESSEE agrees that LESSOR assumes by this Lease Agreement no liability for loss of LESSEE'S personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to LESSOR'S negligence, acts or omissions pursuant to Minnesota Statutes §3.736. BOARD'S liability shall be governed by the provisions of Minnesota Statutes §466.

8. MAINTENANCE AND REPAIRS

LESSOR shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

9. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Veterans Homes Board  
Minnesota Veterans Home - Hastings  
1200 East 18th Street  
Hastings, Minnesota 55033-3680

LESSEE: State of Minnesota  
Department of Administration  
Real Estate Management Division  
50 Sherburne Avenue, Room 309  
St. Paul, Minnesota 55155

BOARD: Metropolitan Radio Board  
Attn: John McGough  
230 East Fifth Street  
St. Paul, Minnesota, 55101



**All original bills and statements from LESSOR to LESSEE shall be mailed to LESSEE'S address above.**

10. OTHER CONDITIONS

- 10.1 LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.
- 10.2 LESSOR hereby grants to LESSEE the exclusive right, for the term of this Lease Agreement, to control and manage access to the Leased Premises by third parties, which may include but are not limited to sublessees, vendors, licensees and employees. Further, LESSEE shall have the right to construct, at LESSEE'S sole expense, such fencing, walls and other physical or electronic barriers as LESSEE shall deem necessary for LESSEE to secure access to the Leased Premises to LESSEE'S satisfaction.

11. CONSTRUCTION

LESSOR agrees LESSEE may construct a tower, a shelter and a road for ingress and egress from the Leased Premises to the road to the immediate south as shown on Exhibit A attached hereto and by this reference incorporated herein. At the expiration or earlier termination of the term, the tower and shelter shall remain the property of LESSEE.

BM800has

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below  
intending to be bound thereby.

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Adrian W. King  
Title DIRECTOR, DEC  
Date 9/8/98

LESSOR:  
VETERANS HOMES BOARD

By [Signature]  
Title Executive Director  
Date 11/19/98

DEPARTMENT OF TRANSPORTATION  
Acknowledgment of Nonencumbrance

By Adrian W. King  
Date 9/8/98

BOARD:  
METROPOLITAN RADIO BOARD

By [Signature]  
Date 10/2/98  
Title Chair

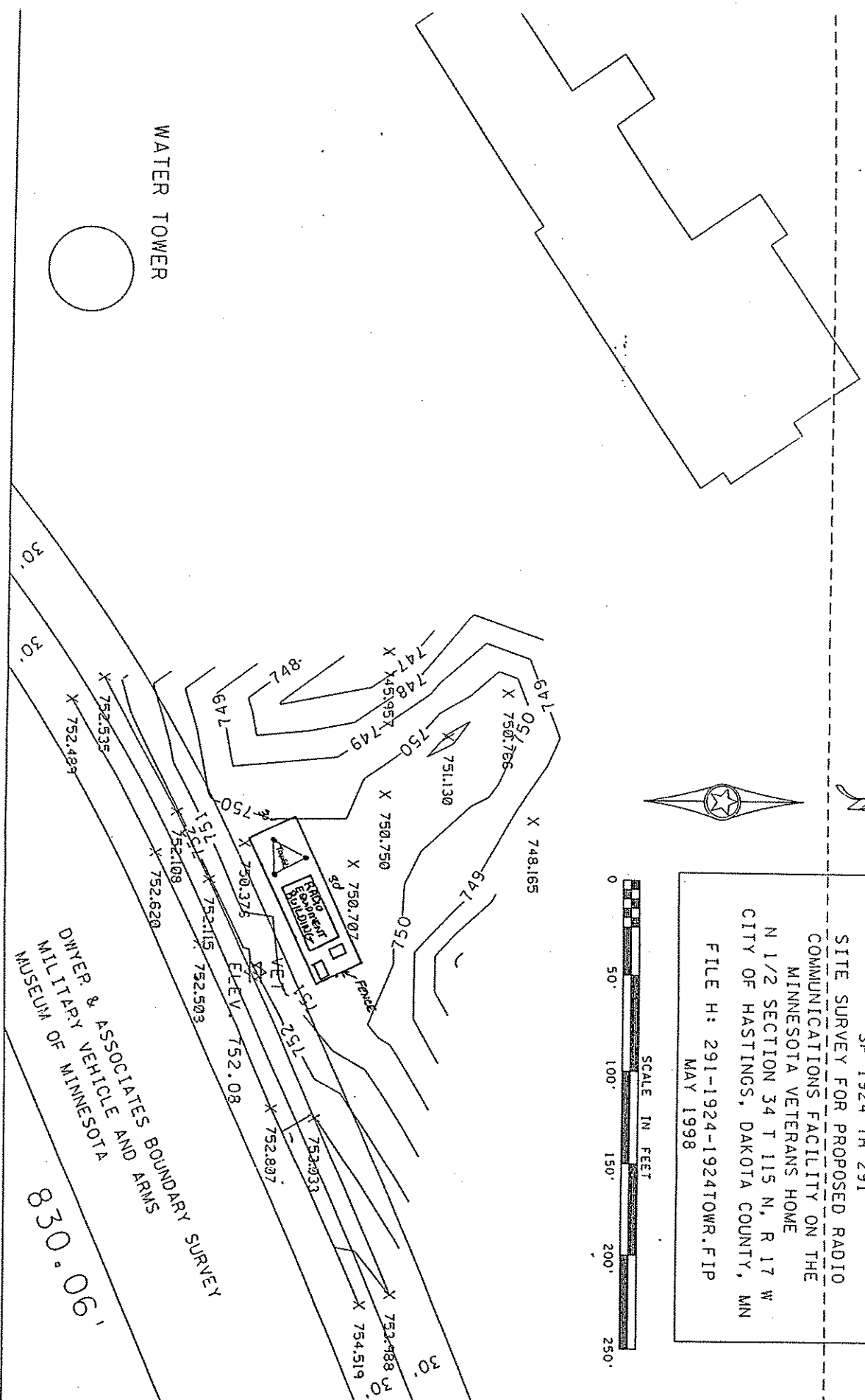
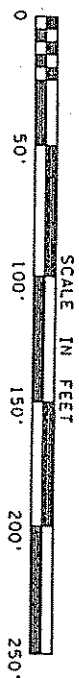
STATE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
ELAINE S. HANSEN, COMMISSIONER

By Susan T. Eites  
Real Estate Management Division  
Date NOV 23 1998

As to form and execution  
OFFICE OF THE ATTORNEY GENERAL

By Patricia Nolte  
Legal Assistant  
Date November 24, 1998

SP 1924 TH 291  
SITE SURVEY FOR PROPOSED RADIO  
COMMUNICATIONS FACILITY ON THE  
MINNESOTA VETERANS HOME  
N 1/2 SECTION 34 T 115 N, R 17 W  
CITY OF HASTINGS, DAKOTA COUNTY, MN  
FILE H: 291-1924-1924TOWER.FIP  
MAY 1998



# EXHIBIT A

# HASTINGS

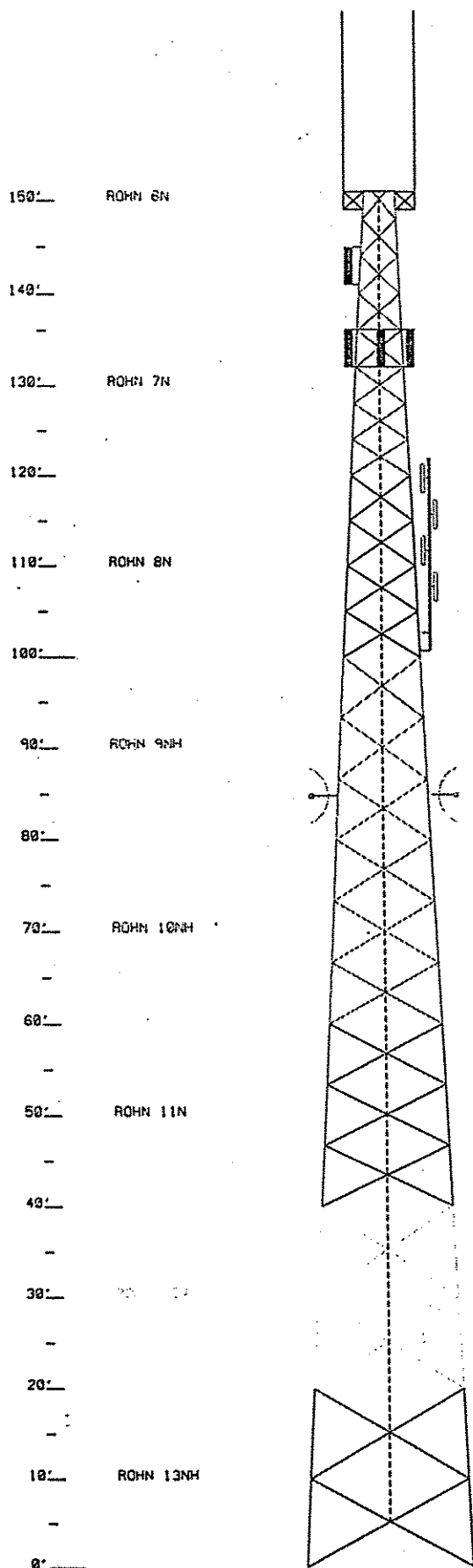
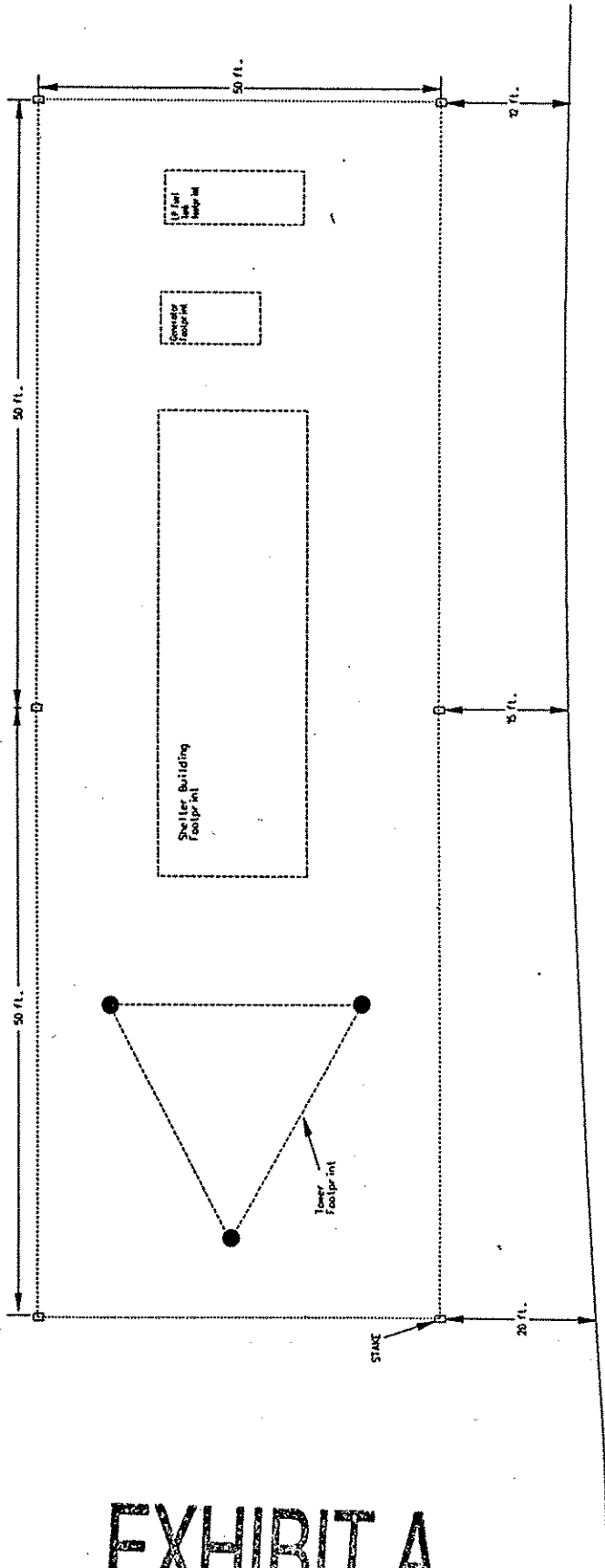
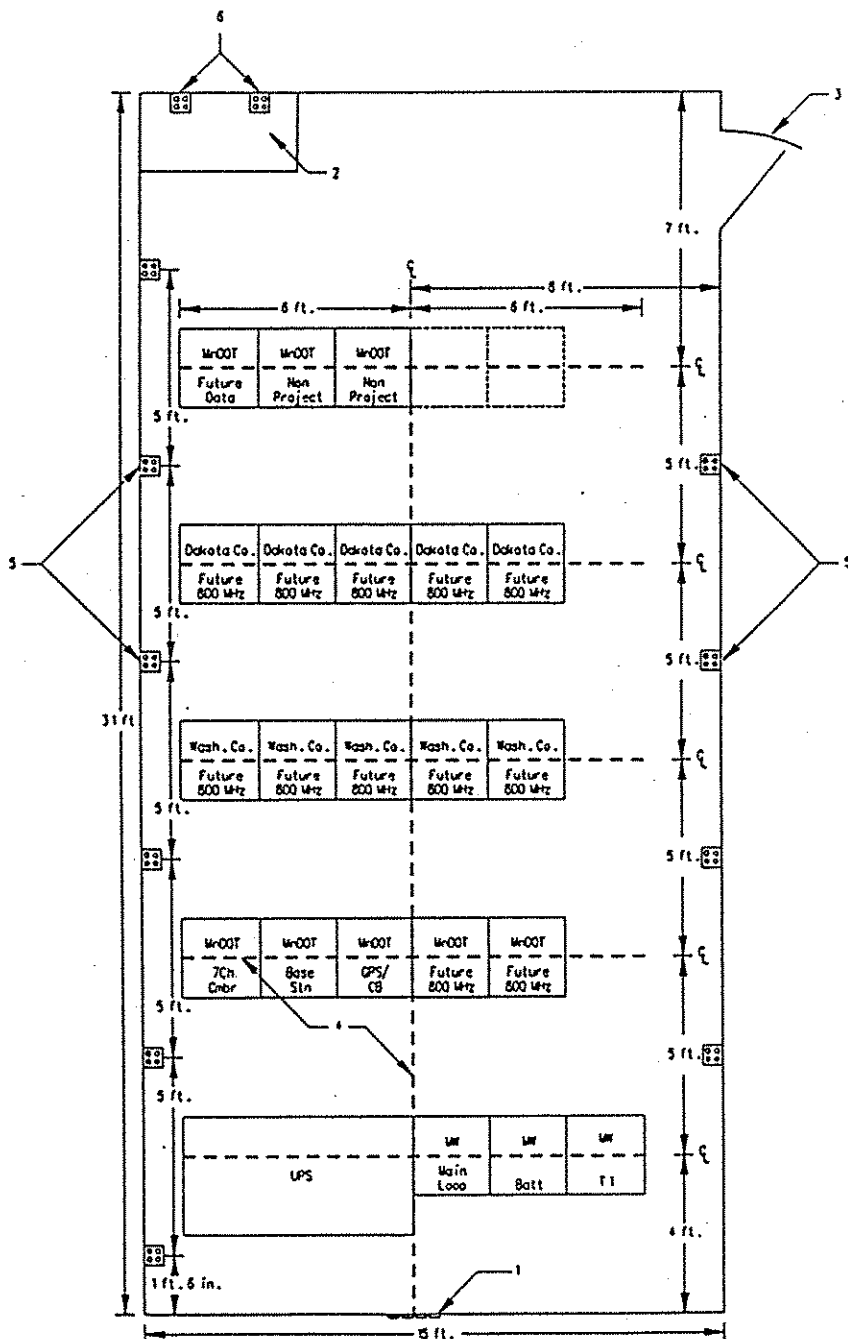


EXHIBIT A

# APPROXIMATE LAYOUT OF THE STAKED AREA HASTINGS VETEREANS HOME







#### NOTES:

CL indicates Center Line of cable ladder.

Assume each equipment rack to be 2 ft. by 2 ft. except for UPS (6' X 3').

Equipment rack labels are for floor space calculations only and do not necessarily reflect the actual rack contents.

Estimated equipment rack power consumption: X.XX kW.

Approximate floor space required for communications equipment: 465 sq. ft.

All dimensions are interior clear.

1	Twelve - 4" diameter transmission line entry ports with plugs. Bottom of ports 8" above finished floor.
2	4' wide X 2' deep work bench with drawer. Top of bench 33-1/2 inches above the floor.
3	3' wide X 7' high outward opening door.
4	Center line for 18" wide cable ladder mounted 8" above finished floor.
5	Quad outlets mounted 1' above finished floor spaced every 5' on center. No more than three quad outlets per 20 Amp circuit.
6	Two quad outlets mounted above work bench. Each quad outlet on a separate 20 Amp circuit.

## Radio Equipment Shelter Building Details

DRAWING NOT TO SCALE,  
INTERIOR CLEAR DIMENSIONS  
AND FLOOR PLAN

*REGION - WIDE  
800 MHz DIGITAL,  
TRUNKED, RADIO  
SYSTEM*

Ronald Vegemast Engineering, Inc.

INTERCHANGE TOWER SUITE 180  
600 SOUTH HIGHWAY 169  
MINNEAPOLIS, MN 55426-1296  
(612) 545-8903

SITE : HASTINGS

DATE : 03/21/98

DRAWN BY : GPL

DRAWING NUMBER :

RS262 - ES8.0

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 1 to

Lease No. 10877-A

THIS AMENDMENT made this 11<sup>th</sup> day of August, 2008, by and between the Department of Veterans Affairs (fka: Veterans Home Board) hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, acting for the benefit of the Department of Transportation hereinafter referred to as LESSEE, and Metropolitan Emergency Services Board (fka: Metropolitan Radio Board) hereinafter referred to as BOARD, shall be an amendment and addition to Lease No. 10877-A.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owed property;

WHEREAS, LESSOR, LESSEE and BOARD entered into Lease No. 10877-A, dated November 24, 1998, involving the lease of an 80' x 30' parcel of land available for use by LESSEE on the property legally described as N ½ section 34 T 115 N, R 17 W; City of Hastings, County of Dakota;

WHEREAS, the BOARD'S duties and responsibilities are assigned to the Metropolitan Emergency Services Board, via amendment to the Joint Powers Agreement set forth in Minn. Stat. §473.891 to §473.905;

WHEREAS, LESSOR, LESSEE and BOARD hereby agree the BOARD shall be responsible for rental payments due under the Lease Amendment.

NOW THEREFORE, LESSOR, LESSEE and BOARD agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 10877-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** Pursuant to Clause 3 of the Lease, this Lease shall be renewed for an additional term of ten (10) years, commencing September 1, 2008 and continuing through August 31, 2018 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as provided for herein.
2. **RENT**
  - 2.1 BOARD shall pay LESSOR for the renewal term the sum of six thousand and no/100 dollars (\$6,000.00), payable in annual installments of six hundred and no/100 dollars (\$600.00).

- 2.2 All original bills and statements from LESSOR to BOARD shall be mailed or personally delivered to:

Metropolitan Emergency Services Board  
Attn: Accounts Receivable  
Metro Counties Government Center  
2099 University Ave. W., Suite 201  
St. Paul MN 55104-3431

- 2.3 BOARD agrees to pay LESSOR the annual rent set forth above without invoicing by August 31 of each calendar year and mail or deliver said payments to:

Department of Veteran Affairs  
Minnesota Veterans Home-Hastings  
1200 18<sup>th</sup> St. E.  
Hastings MN 55033

3. **NOTICES**

- 3.1 Clause 9 of the Lease is hereby deleted and of no further force or effect.

- 3.2 All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR:

Department of Veteran Affairs  
1200 18<sup>th</sup> St. E.  
Hastings MN 55033

LESSEE:

Department of Administration  
Real Estate and Construction Services  
50 Sherburne Avenue, Room 309  
St. Paul MN 55155

BOARD:

Regional Radio Services Board  
Metropolitan Emergency Services Board  
2099 University Ave. W., Suite 201  
St. Paul MN 55104

4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

DEPARTMENT OF VETERAN AFFAIRS

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

By [Signature]  
Title Deputy  
Date 9/16/08

LESSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION

COMMISSIONER acting for the benefit of the  
DEPARTMENT OF TRANSPORTATION

By [Signature: Susan T. Estes]  
Real Estate and Construction Services  
Date SEP 25 2008

APPROVED

DEPARTMENT OF TRANSPORTATION

Acknowledgement of Non-Encumbrance

By [Signature]  
Title ELECTRONIC COMMUNICATIONS DIRECTOR  
Date 8-25-08

APPROVED:

METROPOLITAN EMERGENCY  
SERVICES BOARD

By [Signature: Michael Elmer]  
Title Vice Chair  
Date 9/10/2008

Approved as to form:

Approved as to form:

[Signature: Wil Mac Miller]  
MESB Counsel

ME2B Contact

Approved as to form:



STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2 to

Lease No. 10877-A

THIS AMENDMENT No. 2 to Lease No. 10877-A is made by and between the Department of Veterans Affairs (fka: Veterans Home Board) hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, acting for the benefit of the Department of Transportation hereinafter referred to as LESSEE, and Metropolitan Emergency Services Board (fka: Metropolitan Radio Board) hereinafter referred to as BOARD, shall be an amendment and addition to Lease No. 10877-A.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

WHEREAS, LESSOR, LESSEE and BOARD entered into Lease No. 10877-A, dated November 24, 1998, as amended, involving the lease of an 80' x 30' parcel of land, available for use by LESSEE on the property legally described as N ½ section 34 T 115 N, R 17 W; City of Hastings, County of Dakota;

WHEREAS, the BOARD'S duties and responsibilities are assigned to the Metropolitan Emergency Services Board, via amendment to the Joint Powers Agreement set forth in Minn. Stat. §473.891 to §473.905;

WHEREAS, LESSOR, LESSEE and BOARD hereby agree the BOARD shall be responsible for rental payments due under the Lease Amendment.

NOW THEREFORE, LESSOR, LESSEE and BOARD agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 10877-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for an additional term of ten (10) years, commencing September 1, 2018 and continuing through August 31, 2028 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as provided for herein.

2. **RENT**

2.1 BOARD shall pay LESSOR for the renewal term the sum of six thousand and no/100 dollars (\$6,000.00), payable in annual installments of six hundred and no/100 dollars (\$600.00).

- 2.2 All original bills and statements from LESSOR to BOARD shall be mailed or personally delivered to:

Metropolitan Emergency Services Board  
Attn: Accounts Receivable  
Metro Counties Government Center  
2099 University Ave. W., Suite 201  
St. Paul MN 55104-3431

- 2.3 BOARD agrees to pay LESSOR the annual rent set forth above without invoicing by August 31 of each calendar year and mail or deliver said payments to:

Department of Veteran Affairs  
Minnesota Veterans Home-Hastings  
1200 18<sup>th</sup> St. E.  
Hastings MN 55033

3. **NOTICES** All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR:

Department of Veteran Affairs  
1200 18<sup>th</sup> St. E.  
Hastings MN 55033

LESSEE:

Department of Administration  
Real Estate and Construction Services  
50 Sherburne Avenue, Room 309  
St. Paul MN 55155

BOARD:

Regional Radio Services Board  
Metropolitan Emergency Services Board  
2099 University Ave. W., Suite 201  
St. Paul MN 55104

4. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

DEPARTMENT OF VETERAN AFFAIRS

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

By Michael Anderson

Title Administrator

Date 12-11-18

LESSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By [Signature]  
Real Estate and Construction Services

Date 12-17-18

APPROVED:

DEPARTMENT OF TRANSPORTATION

By [Signature]

Title: Director Statewide Radio  
Communications

Date NOV 13 2018

APPROVED: As to Form.

MNDOT CONTRACT MANAGMENT

By [Signature]

Title Contract Admin

Date 12/17/2018

APPROVED:

METROPOLITAN EMERGENCY SERVICES  
BOARD

By [Signature]

Title Chair

Date 12-12-18

Approved as to form:

[Signature]  
MESB Counsel

Minnesota Department of Transportation  
CO - Central Office  
395 John Ireland Blvd.  
St. Paul, MN 55155-1800  
651-366-3476

PARCEL: 3606 (11=158) 821 0220

LEASE NO. 36010

### COMMERCIAL LEASE

THIS LEASE is made between the State of Minnesota, Department of Transportation ("Landlord"), and State of Minnesota, Department of Natural Resources ("Tenant").

Mail lease to: State of Minnesota, Department of Natural Resources  
Department of Natural Resources  
Division of Lands and Minerals  
500 Lafayette Road - Box 52  
St. Paul, MN 55155

### IT IS AGREED:

1. In consideration of payment of the rent hereinafter specified to be paid by Tenant, and the covenants and agreements herein contained, Landlord hereby leases to Tenant that certain property ("Premises") in the County of Koochiching, State of Minnesota, described as follows:

Type of Premises: Commercial Vacant Land

Parcel 220 Legal Description: Government Lot 2, Section 33, Township 71 North, Range 22 West, Koochiching County, and is commonly referred to as the Black Bay Tower Site.

Premises: That part of parcel 220 needed for the operation of a fire lookout tower, access to same as shown on the attached Exhibit A incorporated herein by this reference.

This Lease includes improvements, if any, and is in effect for the term of fifteen (15) years commencing on January 1, 2005 and continuing through on December 31, 2019, with the right of termination in both Landlord and Tenant as hereinafter set forth.

2. RENT. Tenant shall pay to Landlord as rent for the Premises fifty percent (50%) of all rent received from all Subtenants and Tenant will provide Landlord such proof as Landlord reasonably requires relating to the rent paid by Subtenants.

Rent payments to Landlord shall be made in the same fashion and on the same schedule as Subtenant is obligated to make rent payments to Tenant. Rent payments are to be mailed or delivered to Landlord's finance office as follows:

Department of Transportation  
Office of Financial Management  
Accounting Department  
395 John Ireland Boulevard - Mailstop 215  
St. Paul, Minnesota 55155

Make checks payable to:  
  
Commissioner of Transportation

3. USE OF PREMISES. Tenant may use the Premises for the following purposes: the operation and maintenance of fire lookout tower including the installation of radio equipment on the fire tower and the installation and operation of an equipment enclosure and shelter on the vacant land as shown on the attached Exhibit B incorporated herein by this reference, and for no other use whatsoever.

It shall be the sole responsibility of Tenant to comply with all laws, regulations, or ordinances imposed by any jurisdiction governing the use of the Premises. Failure to comply will not relieve Tenant of the obligation to pay rent. Tenant's use of the Premises must not interfere with the public's use of any adjacent highway.

Signs or displays will be restricted to those indicating proprietorship and type of activities conducted on the Premises, and will be subject to regulation by Landlord and the Federal Highway Administration as to number, size, location, and design.

4. MAINTENANCE AND REPAIRS. Tenant shall keep the Premises in good condition at Tenant's own expense, and shall not call on Landlord to make any improvements or repairs.

5. CHARGES AND EXPENSES. Tenant shall pay when due all utility charges and any other charges or expenses connected with Tenant's use of the Premises.



6. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Landlord or Tenant, or when made in writing and deposited in the United States Mail and addressed as follows: To Tenant at the mailing address above stated and to Landlord, Department of Transportation, Office of Land Management, Transportation CO - Central Office - 395 John Ireland Blvd., St. Paul, MN 55155-1800. The address to which notices are mailed may be changed by written notice given by either party to the other.

7. CANCELLATION. This Lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least six (6) months prior to the date when the cancellation will become effective. Furthermore, this Lease shall be subject to cancellation by Landlord if the Premises become needed for highway purposes (as determined solely by Landlord) by giving Tenant notice in writing at least six (6) months prior to the date when the cancellation will become effective. In the event of cancellation any unearned rent paid by Tenant will be returned.

8. LIABILITY. Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. Landlord's and Tenant's Liability shall be governed by the provisions of Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

9. PROPERTY DAMAGE. It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom such party may be responsible.

10. SUBTENANT INSURANCE. It is the sole responsibility of the Tenant to assess the risk of its Subtenants and require appropriate insurance from Subtenants. Evidence of Subtenant insurance shall be filed with the Tenant. At minimum, Subtenants shall be required to maintain Liability insurance, covering bodily injury and property damage, with minimum limits of \$1,500,000 per occurrence and \$2,000,000 annual aggregate.

11. RIGHT TO ENTER. Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises for any of the following purposes: to survey the land, to take soil borings, to perform utility relocation or repair work, or to perform any other work which is preparatory to a highway construction project; also to make emergency



repairs required for highway safety. If there is a bridge above or adjacent to any part of the Premises, Tenant shall allow Landlord to enter upon the Premises to inspect, maintain, and repair the bridge and its structural supports. If any of these operations substantially restrict the Tenant's use of the premises, rent will be reduced proportional to the restricted use of the Premises during the period of the restricted use. The reduction (or abatement) of rent will be Tenant's only claim against Landlord based on such restriction (or abatement) of use. Tenant shall allow Landlord to inspect the Premises and to show the Premises by appointment to prospective buyers or renters. Before entering the Premises for any of the purposes under this paragraph, Landlord will make a reasonable effort to notify Tenant, provided, however, that in case of an emergency affecting highway safety (the existence of which will be determined solely by Landlord), if Tenant is not present to permit entry onto the Premises, Landlord or its representatives may enter without notice to Tenant, and for such entry Landlord or its representatives will not be liable to Tenant.

12. ADJACENT HIGHWAY FACILITY. Tenant shall not permit the storage of any substance or material on the Premises which may create a fire hazard to the adjacent highway facility (including any overhead bridge and its structural supports). If Landlord determines that Tenant is using the Premises in such a way as to create a danger to the adjacent highway facility or the traveling public thereon, and if, upon receiving notice, Tenant does not immediately remedy the danger to the satisfaction of Landlord, then Landlord may immediately cancel this Lease and take possession of the Premises. Any requirement for giving notice of cancellation set out elsewhere in this Lease will not apply to cancellation under this section. Unearned rent paid by Tenant will be returned.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises without the written consent of Landlord. Such consent will not be unreasonably delayed or withheld.

Notwithstanding anything contained herein to the contrary in this Paragraph 13, Landlord agrees to consent to a subletting of the Premises by Tenant to:

- i. Rural Cellular Corporation, identified by Tenant as Lease Number 144-011-0555; and
- ii. National Park Service, identified by Tenant as Lease Number 144-15-0077 (collectively referred to as "Subtenants").

provided that,

(a) the Subtenants are subject to the terms, covenants and conditions of this Lease including and specifically Sections 3 and 21 of this Lease;

(b) Tenant will or cause to be, as provided in Paragraph 2 herein, pay to Landlord fifty percent (50%) of the rent it receives from each Subtenant;

- (c) Tenant submits a copy of the sublease agreement(s) to Landlord within thirty (30) days after any sublessee begins tenancy; and
- (d) Any such sublease is non-assignable.

14. CIVIL RIGHTS ACT. Tenant shall not discriminate on the ground of race, color, sex, or national origin against any person in access to and use of the facilities and services operated or otherwise maintained on the Premises; and Tenant shall operate and maintain such facilities and services in compliance with Title VI of the Civil Rights Act of 1964, and Title 49, Code of Federal Regulations, Part 21.

15. DEFAULT BY TENANT - LANDLORD'S REMEDIES. The following occurrences are "events of default":

- (a) Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one notice for default in payment of rent during any twelve month period, and if, within twelve months after any such notice, any rent is not paid when due, an event of default shall have occurred without further notice.

- (b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

At any time after the occurrence of either of the above events of default, Landlord may terminate this Lease upon giving written notice to Tenant and may then re-enter and take possession of the Premises in such manner as allowed or provided by law. Tenant shall pay Landlord all costs and expenses, including attorney's fees, in any successful action brought by Landlord to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Tenant to perform, or to recover possession of the Premises.

16. HOLDING OVER. If Tenant remains in possession of the Premises after the end of this Lease with the consent of Landlord, express or implied, Tenant shall occupy the Premises as a Tenant from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

17. MOVING OUT. At the expiration or sooner termination of this Lease, Tenant shall leave the Premises in as good condition as when delivered to Tenant (except for ordinary wear and any loss covered by insurance payment to Landlord).



18. SALE OR TRANSFER OF PREMISES. If Landlord sells or transfers the Premises, Landlord's liability for the performance of its covenants under this Lease shall end on the date of the sale or transfer, and Tenant shall look solely to the purchaser or transferee for the performance of those covenants.

19. RELOCATION ASSISTANCE: Persons, businesses, farms, non-profit organizations, and other entities (hereinafter collectively referred to as Tenant) displaced by cancellation or termination of this Lease, or by moving out prior to cancellation or termination of this Lease, are not classified as "displaced persons" and are **not** eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments. By signing this Lease, TENANT affirms that they are not a displaced person.

20. HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS. Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or contaminants, during the term of this Lease, Tenant will promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in accordance with all applicable Federal, State and Local regulations and MnDOT requirements.

21. IMPROVEMENTS. At Tenant's or Subtenant's sole cost and expense, Tenant or its Subtenant may construct a 6' x 10' concrete pad for placement of a shelter to include radio equipment and a generator for accompanying antennas provided that any such change, addition or improvement will:

- a) Comply with the requirements of any governmental or quasi-governmental authority having jurisdiction;
- b) Be made only with the prior written consent of Landlord;
- c) Be carried out only by persons approved in writing by Landlord, such improvements are in accordance with plans and specifications approved by Landlord; and
- d) Upon expiration or earlier termination of this Lease, Landlord shall have the option to require (i) Tenant to remove any or all improvements from the Premises, and to restore the Premises to a condition consistent with the surrounding lands; or (ii) Tenant to leave any or all improvements in place on the Premises, which shall then become the property of Landlord.
- e) For the purposes of this Lease, all property of any Subtenants on the Premises shall be considered the personal property of Subtenant, and shall be removed upon expiration or earlier termination of their respective Sublease.

22. PREVIOUS LEASE TERMINATED. Landlord and Tenant have heretofore entered into that certain Lease Agreement #H-05831 dated April 8, 1998 for Premises located in Koochiching County as further described in said Lease. In consideration of the letting of the Premises demised herein, Landlord and Tenant agree that the aforementioned Lease dated April 8, 1998 is cancelled and terminated effective midnight December 31, 2004.

23. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

**TENANT**  
**State of Minnesota, Department of Natural**  
**Resources**

Signature Kent Lokkesmoe

Print Name KENT LOKKESMOE

Title ADMINISTRATOR Date 6-29-15

Signature \_\_\_\_\_

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

Title \_\_\_\_\_ Date \_\_\_\_\_

**LANDLORD, STATE OF MINNESOTA**  
**DEPARTMENT OF TRANSPORTATION**  
**COMMISSIONER OF TRANSPORTATION**

By [Signature], ADE

Date 7/2/15

Approved as to form and execution

**OFFICE OF CONTRACT MANAGEMENT**

By Ryan Gauthier

Title Contracts Administrator

Date 7/8/15



Sec 32 T71N R22W

# EXHIBIT A

GOVT LOT 2



FIRE TOWER



20'

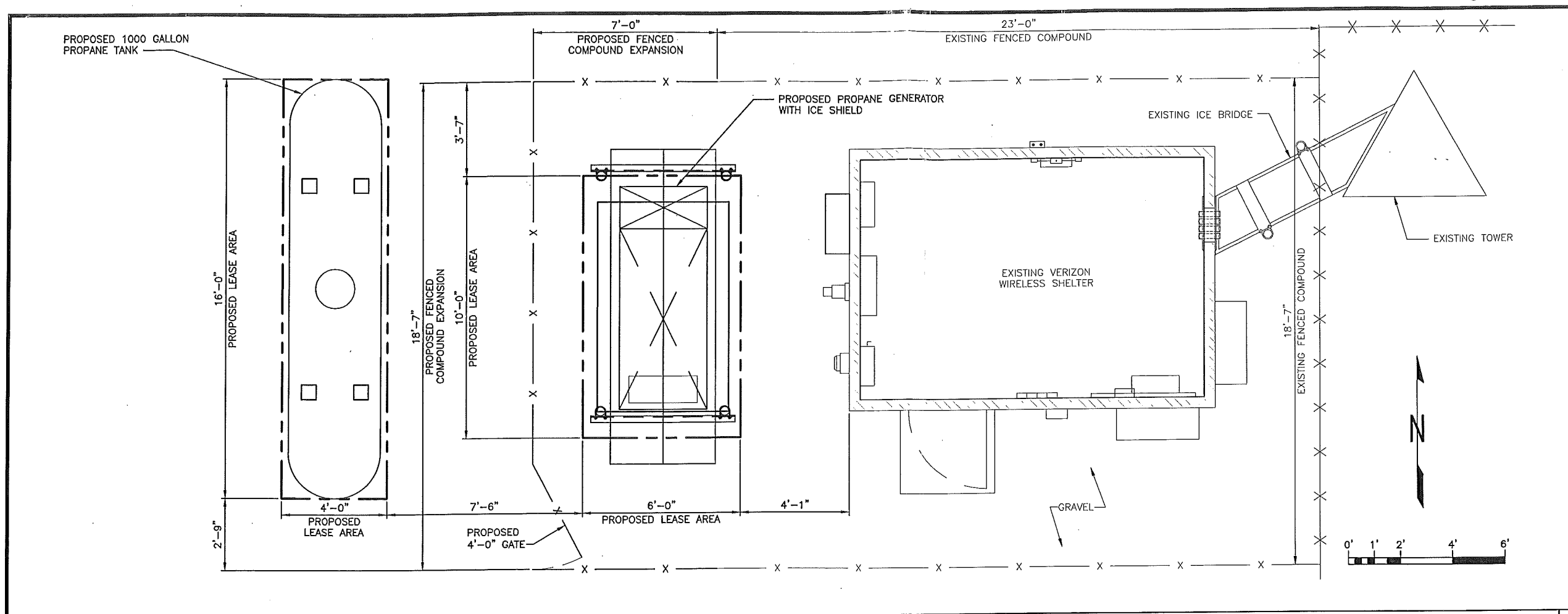
14FT GRAV LT  
209.08

2  
0  
9  
MILE

MILE

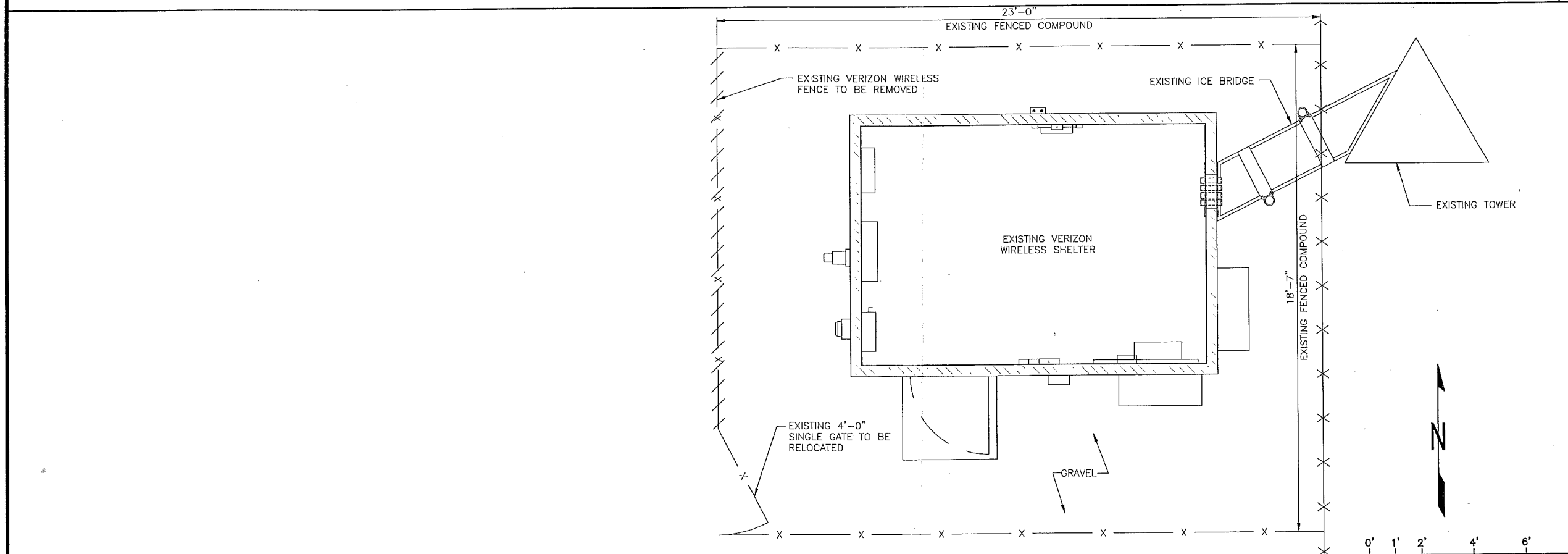
AV RT  
974

# EXHIBIT B



PROPOSED COMPOUND PLAN

2



EXISTING COMPOUND PLAN

1

PLANS PREPARED FOR:

**verizon** wireless

PLANS PREPARED BY:

**SSC**

9900 West 109th Street, Suite 300  
Overland Park, Kansas 66210  
Phone: 913-438-7700  
Fax: 913-438-7777

STRUCTURAL/CIVIL ENGINEERING LICENSE:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

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

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

Pages or sheets covered by this certification: \_\_\_\_\_

Per Responsible Discipline: \_\_\_\_\_

ELECTRICAL ENGINEERING LICENSE:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

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

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

Pages or sheets covered by this certification: \_\_\_\_\_

Per Responsible Discipline: ELECTRICAL E

DRAWING NOTICE:

THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS	DESCRIPTION	DATE	BY	REV
ISSUED FOR DEPT. REVIEW		08/14/13	KH	A
ISSUED FOR DEPT. REVIEW		09/18/13	PJW	B

SITE NAME:

**MN03 ISLAND VIEW**

SITE NUMBER:

**186398**

SITE ADDRESS:

**1865 HIGHWAY 11  
INTERNATIONAL FALLS,  
MINNESOTA  
56649**

SHEET DESCRIPTION:

**COMPOUND EXHIBIT**

SSC #: \_\_\_\_\_

SHEET NUMBER:

**EX-1**

Minnesota Department of Transportation  
CO - Central Office  
395 John Ireland Blvd.  
St. Paul, MN 55155-1800  
651-366-3476

PARCEL: 3606 (11=158) 821 0220

LEASE NO. 36010

AMENDMENT OF COMMERCIAL LEASE  
No. 1

THIS AGREEMENT, is made by and between the State of Minnesota, Department of Transportation ("Landlord") and State of Minnesota, Department of Natural Resources ("Tenant"), and shall be an amendment and addition to Lease No. 36010.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into Lease No. 36010 ("Lease") involving the rental of a commercial property;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease; and

NOW THEREFOR, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions which shall become a part of the Lease No. 36010, effective as of the date set forth hereinafter.

1. Effective on December 31, 2019, this Lease No. 36010 shall be renewed for a period of five (5) years commencing on January 1, 2020 and continuing through December 31, 2024 ("Renewal Period"), with the right of termination in both Landlord and Tenant as set forth in the Lease. During the Renewal Period, Tenant shall pay Rent to Landlord in accordance with Sections 2 and 13 of the Lease.
2. Effective on December 31, 2019, the following paragraph is added as the last paragraph in Section 3 of the Lease:

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act ("ADA"). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord's invoices.

3. Effective on December 31, 2019, the following paragraph is added as the last paragraph

in Section 7 of the Lease:

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

4. Effective on December 31, 2019, Section 14 of the Lease is deleted in its entirety and the following Section 14 is substituted therefor

14. CIVIL RIGHTS – The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

5. The terms of the original Lease and its amendment(s) are expressly reaffirmed and remain in full force and effect. By this reference the original Lease and its amendment(s) are attached and incorporated into this agreement.

**TENANT**  
**State of Minnesota, Department of Natural Resources**

Signature\_\_\_\_\_

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

Title\_\_\_\_\_ Date\_\_\_\_\_

Signature\_\_\_\_\_

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

Title\_\_\_\_\_ Date\_\_\_\_\_

**LANDLORD, STATE OF MINNESOTA**  
**DEPARTMENT OF TRANSPORTATION**  
**COMMISSIONER OF TRANSPORTATION**

By \_\_\_\_\_  
[District office signatory]

Date \_\_\_\_\_

Approved as to form and execution

**OFFICE OF CONTRACT MANAGEMENT**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**Interagency Agreement  
State of Minnesota  
Department of Transportation  
&  
Department of Corrections, MCF - Rush City**

**THIS INTERAGENCY AGREEMENT** is made this 1<sup>st</sup> day of August, 2009, by and between the **STATE of MINNESOTA, DEPARTMENT OF CORRECTIONS**, hereinafter referred to as **PROVIDING AGENCY**; and the **STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **AGENCY**.

**WHEREAS, PROVIDING AGENCY AND AGENCY** owns the parcel of land as depicted on attached map (Exhibit A), which is available for AGENCY'S use;

**WHEREAS, PROVIDING AGENCY and AGENCY** desires to enter into this Interagency Agreement for provision of use.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. **PREMISES:** PROVIDING AGENCY agrees to make available to AGENCY the space located at the MCF – Rush City, 7600 - 525th St., Rush City MN 55069 (hereinafter referred to as the Premises.)
2. **TERMS:** The terms of this interagency Agreement is five (5) years, commencing August 1, 2009 and continuing through July 31, 2014 ("AGREEMENT Term")
3. **OPTION TO RENEW**
  - 3.1 PROVIDING AGENCY grants and AGENCY accepts the right to three (3) options to renew this AGREEMENT for a period of five (5) years each ("Option Period") at the same terms and conditions set forth in the AGREEMENT
  - 3.2 To exercise the above noted option, AGENCY must indicate in writing its intent to exercise said option sixty (60) days prior to the expiration date of this AGREEMENT.
4. **USE:**
  - 4.1 AGENCY shall use the Premises for the purpose of erecting a 150 foot self-supporting communications tower, construct a 12 foot x 30 foot concrete equipment shelter at the base of the tower, and install a 1000 gallon LP tank. Said tower, shelter and LP tank shall be hereinafter referred to as Communications Facility.
  - 4.2 It is expressly understood and agreed that by reason of the nature and character of the occupancy of all parts thereof, the relation of LESSOR and LESSEE, as contemplated by the laws of this State, is not created by this Interagency Agreement, but AGENCY is granted only a permit to use the space described for the specified period.
5. **FEE:** As a fee for the Premises in consideration of all covenants, representations, and conditions of the Interagency Agreement, AGENCY shall pay PROVIDING AGENCY the sum of six hundred/100 dollars (\$600.00) per year, payable annually. First payment shall be due within thirty (30) days of the commencement date of this Agreement, and each subsequent commencement date thereafter.

6. **TERMINATION:** This Interagency Agreement may be canceled by either party at any time for any reason upon provision of one (1) year prior written notice to the other party.
7. **SURRENDER OF LEASED PREMISES:**
  - 7.1 PROVIDING AGENCY and AGENCY hereby agree that at the expiration or earlier termination of this Lease Agreement or extension thereof, any equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by PROVIDING AGENCY or AGENCY shall remain the property of AGENCY. AGENCY shall, unless the parties agree otherwise, remove the Tower and all equipment from the Leased Premises within twelve (12) months of termination. AGENCY shall surrender the Leased Premises to PROVIDING AGENCY at the termination of the tenancy in such condition as Leased Premises was in immediately prior to the construction of AGENCY Tower, reasonable wear and damage by the elements excepted.
  - 7.2 If PROVIDING AGENCY elects to assume ownership of the radio tower and related structures, PROVIDING AGENCY agrees to accept the structures "as-is" and with all faults and deficiencies.
8. **DUTIES OF PROVIDING AGENCY:** PROVIDING AGENCY shall furnish and provide, at its expense the following services:
  - a. Snow removal up to the Communications Facility front gate.
  - b. Grounds maintenance around the Communications Facility fenced compound.
  - c. 7/24/365 access to Communications Facility.
  - d. Authorization for AGENCY (or its contractors) to install electrical and telephone services to Communications Facility.
9. **DUTIES OF AGENCY:** AGENCY agrees to furnish and provide at its own expense the following services or duties and responsibilities:
  - a. Weed and debris control, including equipment and or parts
  - b. Payment of utility services
  - c. Obtaining all necessary permits for construction of the Communications Facility, utilities, and other work that may be required to complete the Communications Facility.
  - d. All costs related to the construction of the Communications Facility.
  - e. Repair all roads within the MCF – Rush City campus that are damaged as a result of the Communications Facility.
10. **AMENDMENTS:** All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.
11. **INSURANCE:**
  - 11.1 PROVIDING AGENCY and AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.
  - 11.2 AGENCY agrees that PROVIDING AGENCY assumes by this Agreement no liability for loss of AGENCY'S personal property resulting from fire, tornado, civil, disorder, theft, or any cause whatsoever, except as may be attributed to PROVIDING AGENCY negligence, acts or omissions as determined by a court of law.

12. **SMOKING:** Pursuant to Minn. Stat. 16B.24, Subd. 9, PROVIDING AGENCY and AGENCY shall not permit smoking in the Premises.
13. **NOTICES:** All notices, or communications between PROVIDING AGENCY and AGENCY shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

PROVIDING AGENCY:  
Minnesota Department of Corrections  
MCF - Rush City  
7600 - 525th St.  
Rush City, Minnesota 55069  
Attn: Steve Forrest  
(320)358-0400

AGENCY:  
Minnesota Department of Transportation  
Office of Electronic Communications  
395 John Ireland Blvd., MS 730  
St. Paul, Minnesota 55155  
Attn: Business Manager  
(651)234-7964

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

PROVIDING AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF CORRECTION  
MCF-RUSH CITY

By   
Title Dep Comm  
Date 7/10/09

AGENCY:  
STATE OF MINNESOTA  
MINNESOTA DEPT. OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Title ELECTRONIC COMMUNICATIONS DIR  
Date 7-28-09

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

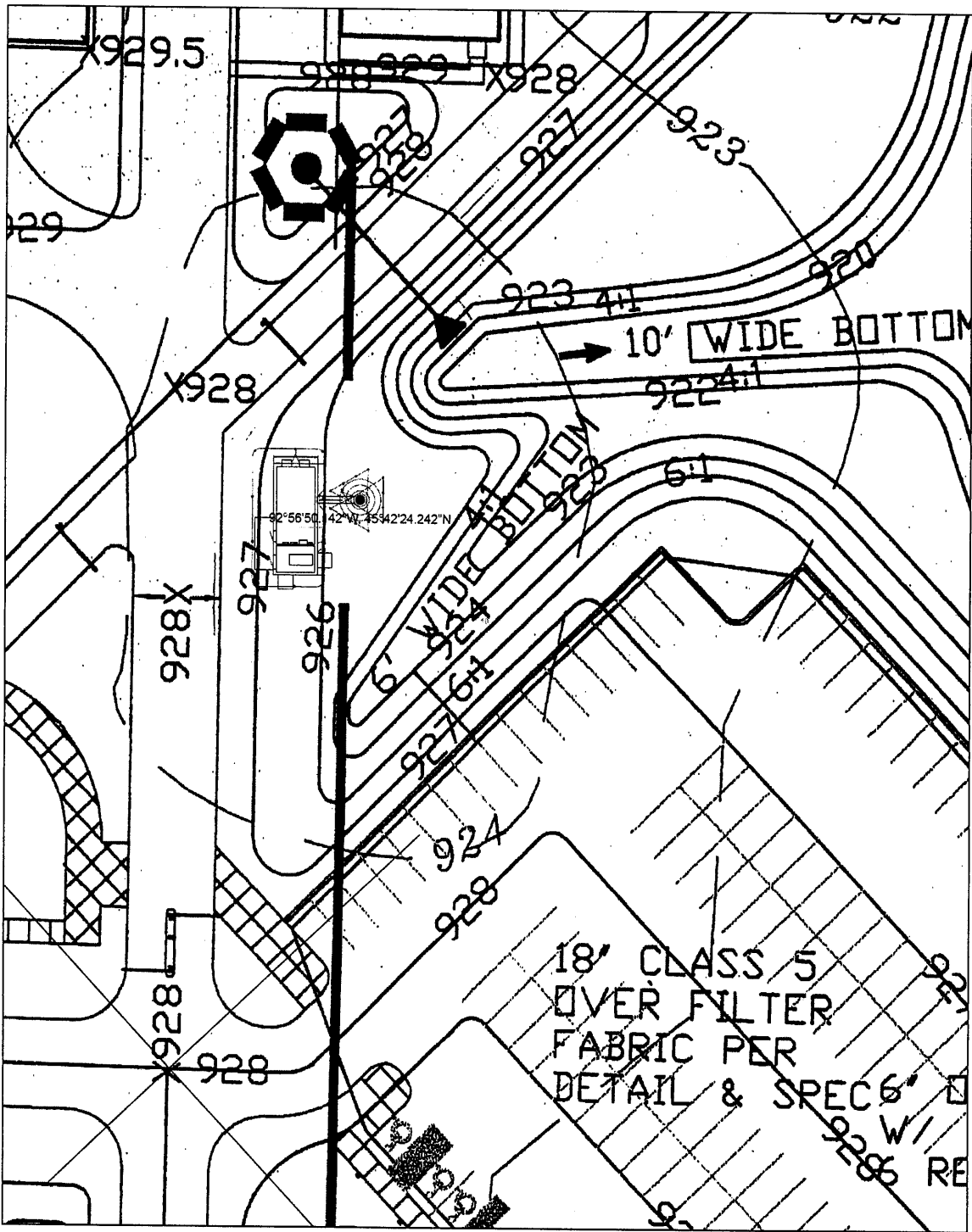
STATE ENCUMBRANCE VERIFICATION

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

By   
Date 8/24/09

CFMS Contract No. RQT79 900000000002

Exhibit A



**INTERAGENCY AGREEMENT  
FOR RADIO AND ELECTRONIC EQUIPMENT MAINTENANCE SERVICES  
BETWEEN THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

**THIS AGREEMENT** is made and entered into by and between the Department of Public Safety, hereinafter referred to as "DPS" and the Department of Transportation, hereinafter referred to as "Mn/DOT."

**WHEREAS**, Mn/DOT has a statewide radio system, including towers, transmitter buildings, and qualified personnel to design, plan, maintain, and repair telecommunications and related electronic equipment; and

**WHEREAS**, the Department of Public Safety desires to make joint use of Mn/DOT's communications facilities and utilize Mn/DOT's personnel, and

**WHEREAS**, Mn/DOT's Office of Electronic Communications is authorized to perform work for other state agencies by Minnesota Statutes Section 161.39.

**NOW, THEREFORE**, in consideration of the mutual undertaking and agreements hereinafter set forth, DPS and Mn/DOT agree as follows:

**1. PURPOSE AND INTRODUCTION**

The purpose of this Agreement is to define the services that DPS may request Mn/DOT to provide and the provisions for DPS to reimburse the Trunk Highway Fund or the Office of Electronic Communications for those requested services. This agreement supersedes Mn/DOT agreement 69046 which became effective on July 1, 1991.

**2. MAINTENANCE, REPAIR, AND INSTALLATION SERVICES**

DPS may request, and Mn/DOT may agree to provide the necessary labor, materials, and equipment to operate, maintain and keep in repair electronic communications equipment and other miscellaneous electronic equipment for which Mn/DOT possesses the expertise and tools to provide service. Such services may include system engineering; call duty; maintenance, repair, and installation of mobile radio equipment and miscellaneous equipment such as radar, vascar and electronic sirens; the State Patrol Mobile Data Computer system; and other equipment as may be agreed upon.

Upon a request for services from DPS and agreement by Mn/DOT to provide those services, Mn/DOT will provide those services equally with all other users on a first-come, first-served basis with the shop supervisors making any priority determinations for special circumstances.



MN/DOT will charge DPS monthly for the actual costs for services provided during that month. Cost includes actual direct labor, material cost and overhead charges as per current MN/DOT Policy (attached), and other direct expenses such as mileage. The detail of cost should be attached to each invoice.

For costs of services provided to any of the Divisions of DPS under this section, Mn/DOT has been appropriated Trunk Highway funds by the legislature. DPS shall reimburse the Trunk Highway Fund for the cost of those services.

Mn/DOT will invoice DPS on a monthly basis. DPS shall pay Mn/DOT the invoiced amount within 30 days of the invoice.

### **3. UTILITY EXPENSES**

Mn/DOT will bill DPS on a monthly basis for its share of utilities costs at Mn/DOT sites where DPS has installed DPS owned equipment, such as the Mobile Data Computer system. Charges will be based upon rates charged by Mn/DOT to other public safety tower tenants, and may be adjusted annually by Mn/DOT to account for increased utility costs, inflation or the removal of DPS communications equipment. The method shall be based upon the number of radio base stations installed at each site as described in Exhibit A. Charges will be included in the flat rate amount and paid as described in Section 2.

The rate for the first year of this agreement shall be:

- \$300 per year for 1 or 2 base stations
- \$400 per year for 3 or 4 base stations
- \$500 per year for 5 or more base stations

### **4. SPECIAL SERVICES**

For any other services not described above, requests shall be made by DPS to Mn/DOT in writing and shall be made as far in advance as possible to permit Mn/DOT to make the necessary working arrangements. Special services include, but are not limited to: installation and servicing of radios or electronics for special purposes, participation in special studies, or any other special events not covered by Sections 1 or 2 and not included in the annual flat rate calculation.

Upon receiving the request, Mn/DOT will furnish DPS with a cost estimate for providing the additional services. These services will not be a part of the annual flat rate amount in Section 2, but will be billed as separate invoices. Costs for services in this section will be determined by the actual direct labor and materials costs of providing the services, plus labor additives and overhead charges as per current Mn/DOT policy, and other direct expenses such as mileage. Upon receipt of an invoice from Mn/DOT for services under this Section, DPS shall pay the invoice within 30 days. Payments shall be deposited into the Mn/DOT account from which it was spent in accordance with Minnesota Statutes 161.39, Subd. 5b.

### **5. ARMER SUBSCRIBER COSTS**

ARMER subscriber costs are covered by a separate agreement.

## **6. REPORTING**

Mn/DOT will prepare a report for DPS by type of service for costs incurred in Sections 2 and 3, showing the actual costs and how they compare to the flat rate cost estimate. A copy of this report will be furnished to DPS monthly. The net difference between the actual costs for the fiscal year and the flat rate cost for the fiscal year will be added to or deducted from the calculation for the next year's flat rate.

## **7. OWNERSHIP OF EQUIPMENT AND FACILITIES**

Mn/DOT owns and maintains the ARMER backbone, including the radio towers, shelters, and microwave connections, and any other Mn/DOT equipment in the shelters and on the towers. DPS owns and is responsible for the costs of maintenance of any DPS owned equipment installed at the tower sites. DPS use of excess capacity at ARMER sites is governed by ARMER Standards, Protocols, and Procedures adopted by the Statewide Radio Board.

## **8. DURATION**

This agreement shall commence on October 1, 2010, and shall renew automatically on an annual basis and continue in force and effect until cancelled by either party.

## **9. CANCELLATION**

Either party may terminate this agreement upon providing 30 days notice to other party. In the event of cancellation, Mn/DOT shall be entitled to payment for work and services performed prior to the effective cancellation date.

## **10. AUDIT AND INSPECTION OF RECORDS**

Mn/DOT shall permit authorized representatives of the Legislative auditor and DPS to input and audit all data and records of Mn/DOT pertaining to the performance of its services under the terms of this agreement.

## **11. GOVERNING LAWS**

Minnesota law governs this contract. Mn/DOT shall perform all work under the terms of this agreement in conformance with applicable Federal, state, and local laws.

DEPARTMENT OF PUBLIC SAFETY

Approved Through its Commissioner of  
Public Safety:

By: Mark Shulis, Asst Comm

Date: 10-5-10

DEPARTMENT OF TRANSPORTATION

Approved Through its Commissioner of  
Transportation:

By: [Signature]  
Electronic Communications Director

Date: 9-14-10

Patrol Base Stations

	Patrol Main	Tactical	Minsef	MDC	Link	Other	Total/Site	Electric Cost per site
Alma	1		1	1	1		4	\$ 400.00
Amendola Building	1						1	\$ 300.00
Angus	1						1	\$ 300.00
Arden Hills					1		1	\$ 300.00
Arrowhead	1	1		1	1		4	\$ 400.00
Askov	1	1			1		3	\$ 400.00
Bagley	1	1		1	1		4	\$ 400.00
Baxter	1	1		1	1		4	\$ 400.00
Bemidji Fire Tower	1				1		2	\$ 300.00
Benson	1				1		2	\$ 300.00
Biscay	1	1				1	3	\$ 400.00
Borden Lake	1				1		2	\$ 300.00
Brewster	1						1	\$ 300.00
Browns Valley	1	1			1		3	\$ 400.00
Burschville					1		1	\$ 300.00
Cannon Falls	1			1	1		3	\$ 400.00
Cass Lake	1	1		1	1		4	\$ 400.00
Chandler	1	1		1	1		4	\$ 400.00
Crookston	1	1		1	1		4	\$ 400.00
Deer River	1	1		1	1		4	\$ 400.00
Detroit Lakes	1						1	\$ 300.00
Dresbach	1			1	1		3	\$ 400.00
Duluth Antenna Farm	1	1		1	1		4	\$ 400.00
Eagle Lake	1	1		1	1		4	\$ 400.00
Elephant Lake	1						1	\$ 300.00
Ely	1	1					2	\$ 300.00
Emily	1				1		2	\$ 300.00
Empire					1		1	\$ 300.00
Enfield	1				1		2	\$ 300.00
Erhard	1			1	1		3	\$ 400.00
Faribault	1						1	\$ 300.00
Freedhem	1				1		2	\$ 300.00
Freeport					1		1	\$ 300.00
Gaylord	1				1		2	\$ 300.00
Gheen					1		1	\$ 300.00
Gilman	2				1		3	\$ 400.00
Glenwood	1				1		2	\$ 300.00
Granite Falls	1				1		2	\$ 300.00
Greenbush					1		1	\$ 300.00
Hastings					1		1	\$ 300.00
Hawley	1	1		1	1		4	\$ 400.00
Hayfield	1				1		2	\$ 300.00
Hines					1		1	\$ 300.00
Hoffman	2	1		1	1		5	\$ 500.00
Hovland	1					1	2	\$ 300.00
Idington					1		1	\$ 300.00
Isabella	1						1	\$ 300.00
Janesville	1	1		1	1		4	\$ 400.00
Juggler Lake	1						1	\$ 300.00
Kabetogama					1		1	\$ 300.00
Kimball	1	1		1	1		4	\$ 400.00
Lake Bronson	1	1		1	1		4	\$ 400.00
Lake City	1						1	\$ 300.00
Lawler					1		1	\$ 300.00
Leader	1				1		2	\$ 300.00
Lincoln	1				1		2	\$ 300.00
Littlefork	1	1		1	1		4	\$ 400.00
Long Prairie	1	1			1		3	\$ 400.00

Longville	1						1 \$	300.00
Lonsdale	1			1			2 \$	300.00
Luce				1			1 \$	300.00
Lutsen	1						1 \$	300.00
Madison	1	1	1	1			4 \$	400.00
Mahtowa	1			1		1	3 \$	400.00
Malung	1						1 \$	300.00
Mankato	1			1	1	1	4 \$	400.00
Mantrap	1			1			2 \$	300.00
Maple Hill (Grand Marais)	1	1		1	2		5 \$	500.00
Marshall						1	1 \$	300.00
Morris	1						1 \$	300.00
Morton	1	1	1	1	2		6 \$	500.00
Nashwauk	1			1			2 \$	300.00
New Haven				1			1 \$	300.00
New London	1		1	1			3 \$	400.00
New Ulm	1			1			2 \$	300.00
Northome	1	1					2 \$	300.00
Norwood				1			1 \$	300.00
Oakdale				1			1 \$	300.00
Oakland Woods	1	1		1			3 \$	400.00
Owatonna	1	1		1			3 \$	400.00
Palisade Head	1	1	1	1			4 \$	400.00
Pine City	1			1			2 \$	300.00
Quadna	1	1		1			3 \$	400.00
Red Wing	1			1			2 \$	300.00
Rochester	1					1	2 \$	300.00
Roosevelt	1		1	1			3 \$	400.00
Rushmore	1			1			2 \$	300.00
Russell	1	1	1	1	2		6 \$	500.00
Shaw	1			1			2 \$	300.00
Silver Cliff Tower	1			1			2 \$	300.00
Slayton				1			1 \$	300.00
St. Cloud	1	1	1	1		1	5 \$	500.00
St. Peter				1			1 \$	300.00
Stacy				1			1 \$	300.00
Thief River Falls	1	1	1	1			4 \$	400.00
Tracy				1			1 \$	300.00
Truman	1	1	1	1			4 \$	400.00
Viola	1	1	1	1			4 \$	400.00
Virginia						1	1 \$	300.00
Virginia/Midway	1	1	1	1		2	6 \$	500.00
Waters Edge						1	1 \$	300.00
Wheaton	1			1			2 \$	300.00
Willmar	1						1 \$	300.00
Wilson	1	1	1	1			4 \$	400.00
Windom	1	1	1	1			4 \$	400.00
Wolf Lake	1	1	1	1			4 \$	400.00
Woodland	1	1	1	1			4 \$	400.00
Zimmerman	1			1			2 \$	300.00

Sub Totals	88	39	34	86	9	9	265	
------------	----	----	----	----	---	---	-----	--

Grand Total		265					\$	37,500.00
-------------	--	-----	--	--	--	--	----	-----------

Patrol Mains include a voting receiver, car to car repeater and possibly a car to car receiver

Minsef most often contain a PTP receiver

This sheet does not contain other bases owned by DPS, such as DEM, BCA, etc



**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #99464**  
**Moose Lake Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located on Tower Rd. 2.25 miles west of the City of Moose Lake, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Moose Lake Communications Facility located in the County of Carlton, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on October 1, 2011, and expiring September 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

### **3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B2**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

### **4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
  - 1 to 2 Stations = \$300.00 per year
  - 3 to 4 Stations = \$400.00 per year
  - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## **5. TERMINATION**

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

## 7. **DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200



- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

#### **LIST OF EXHIBITS**

- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Compound Layout Diagram
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF  
CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By David R Crist

Print Name: David R Crist

Title: Dep. Comm  
(Print or type)

Date: 8/26/11

By \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

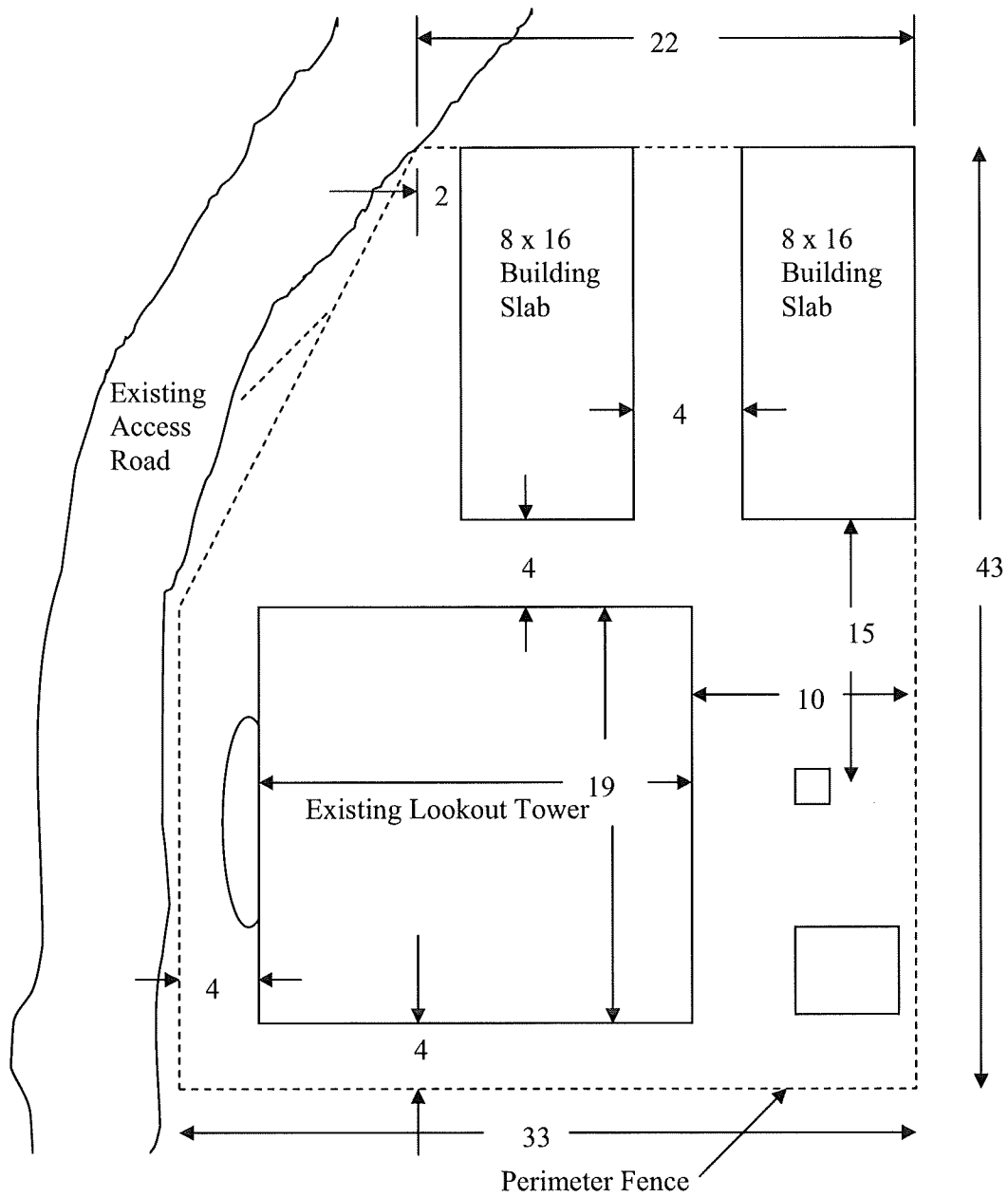
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur

Mukhtar Thakur

Title: Director

Date: Aug 19, 2011

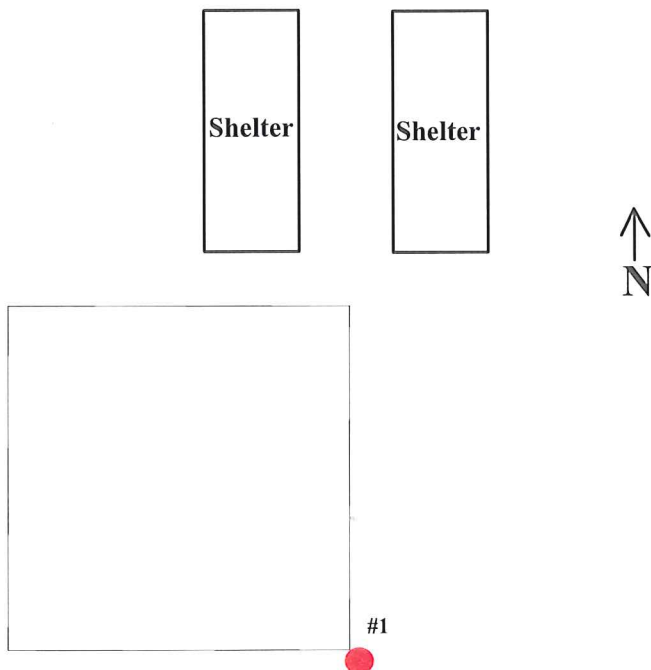


Moose Lake Lookout Tower Site

EXHIBIT A

ANTENNA KEY - MN Department of Corrections Antenna				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Radiowaves HDP2-4.7	81'	Leg SE	1/2"
EQUIPMENT IN SHELTER - DOC				
Equip.		Description		
Motorola		PTP49600 Microwave		
FREQUENCY INFORMATION				
Transmit = 4.9 Ghz		Receive = 4.9 Ghz		

#### Tower Orientation

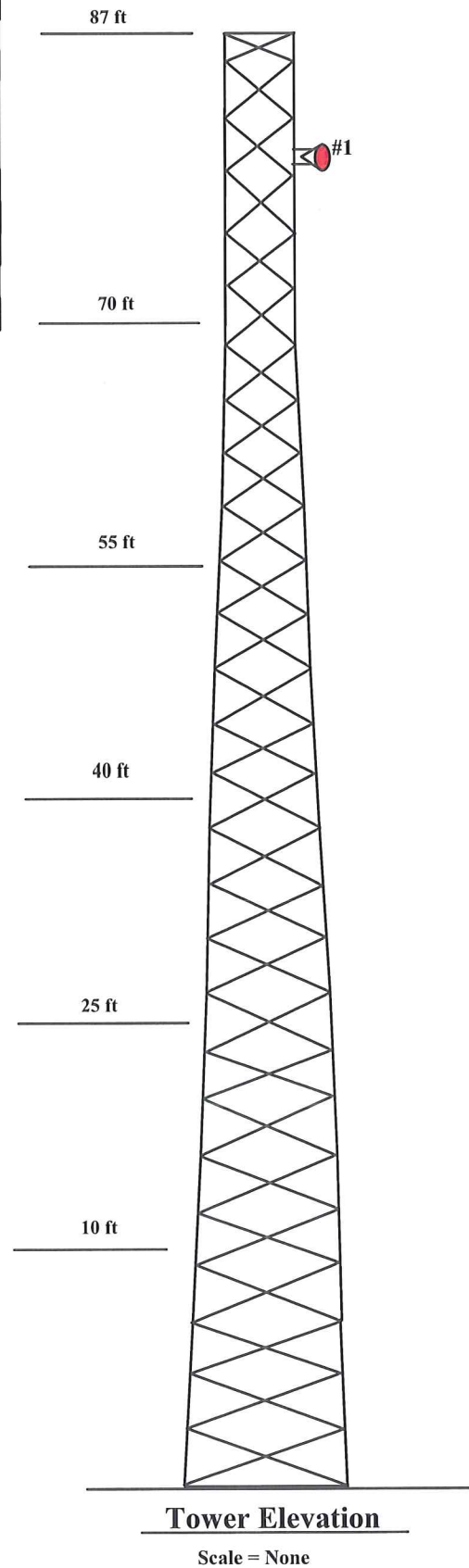


### Moose Lake Tower

#### Minnesota Department of Transportation

August 10, 2011  
 Agreement #99464  
 MN Department of Corrections

Exhibit B1



### **Installation Instructions**

#### **RACK SPACE:**

MN Department of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the County frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

**"Site Access"**

MN/DOT-OEC will provide a designated MN Department of Corrections (AGENCY) individual (or their designee) with a key to the Moose Lake Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.



Agreement No. 99464  
MN Department of Corrections  
Moose Lake Tower

A structural analysis report is not required for this Lease Agreement.

The MN Department of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**

**Amendment No. 1**

Agreement # 99078  
MOOSE LAKE TOWER

THIS AMENDMENT, by and between the State of Minnesota, Department of Transportation hereinafter referred to as LESSOR, and Minnesota Sex Offender Program, Inc. hereinafter referred to as MSOP; shall be an amendment and addition to Lease No. 99078.

WHEREAS, the Commissioner of Transportation is empowered by Minn. Stat. §174.70, subd. 2, to enter into agreements to permit privately owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation;

WHEREAS, LESSOR and MSOP entered into Agreement No. 99078, dated February 2, 2012, involving the use of antenna space on LESSOR's tower and the exclusive right to install MSOP's communications equipment shelter located on or within LESSOR'S Communication Facility, located on Tower Rd. 2.25 miles west of the City of Moose Lake.

WHEREAS, the LESSOR and MSOP deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

**2. TERM**

The term of this Amendment will renew for an additional term of ten (10) years commencing on April 1, 2022 and expiring March 31, 2032.

- 2.1 This Amendment will renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in Clause 2.2 of the Agreement. This renewal, and any subsequent renewal, will be for the same term of years as the original term.

- 12. NOTICES** All notices or communications between MSOP and MnDOT shall be sent in writing to the following:

MNDOT:  
Minnesota Department of Transportation  
Office of Statewide Radio Communications  
Attn: Alice Robbins  
1500 W. County Road B2  
Roseville, MN 55113  
651-234-7968

MSOP:  
Minnesota Sex Offender Program  
Attn: Joe Mohelsky  
1111 Hwy. 73  
Moose Lake, MN 55767  
Office: 218-565-6428  
Mobile: 218-329-5730

Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

---

**NO ATTACHEMENTS**

IN TESTIMONY WHEREOF, the parties have set their hands on the date(s) appearing beneath their signatures.

**MSOP:  
MINNESOTA SEX OFFENDER PROGRAM**

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

By Nancy Johnston Digitally signed by Nancy Johnston  
Date: 2022.02.08 08:45:05 -06'00'

Title MSOP Executive Director

Date 2/8/2022

**LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF STATEWIDE RADIO  
COMMUNICATIONS**

By \_\_\_\_\_  
Tim Lee

Title Director

Date \_\_\_\_\_

**APPROVED:  
MNDOT CONTRACT MANAGEMENT**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #99464**  
**Moose Lake Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located on Tower Rd. 2.25 miles west of the City of Moose Lake, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Moose Lake Communications Facility located in the County of Carlton, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on October 1, 2011, and expiring September 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

### **3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B2**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

### **4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this



Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. **TERMINATION**

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

## 7. **DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

#### **LIST OF EXHIBITS**

- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Compound Layout Diagram
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF  
CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By David R Crist

Print Name: David R Crist

Title: Dep. Comm  
(Print or type)

Date: 8/26/11

By \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

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

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

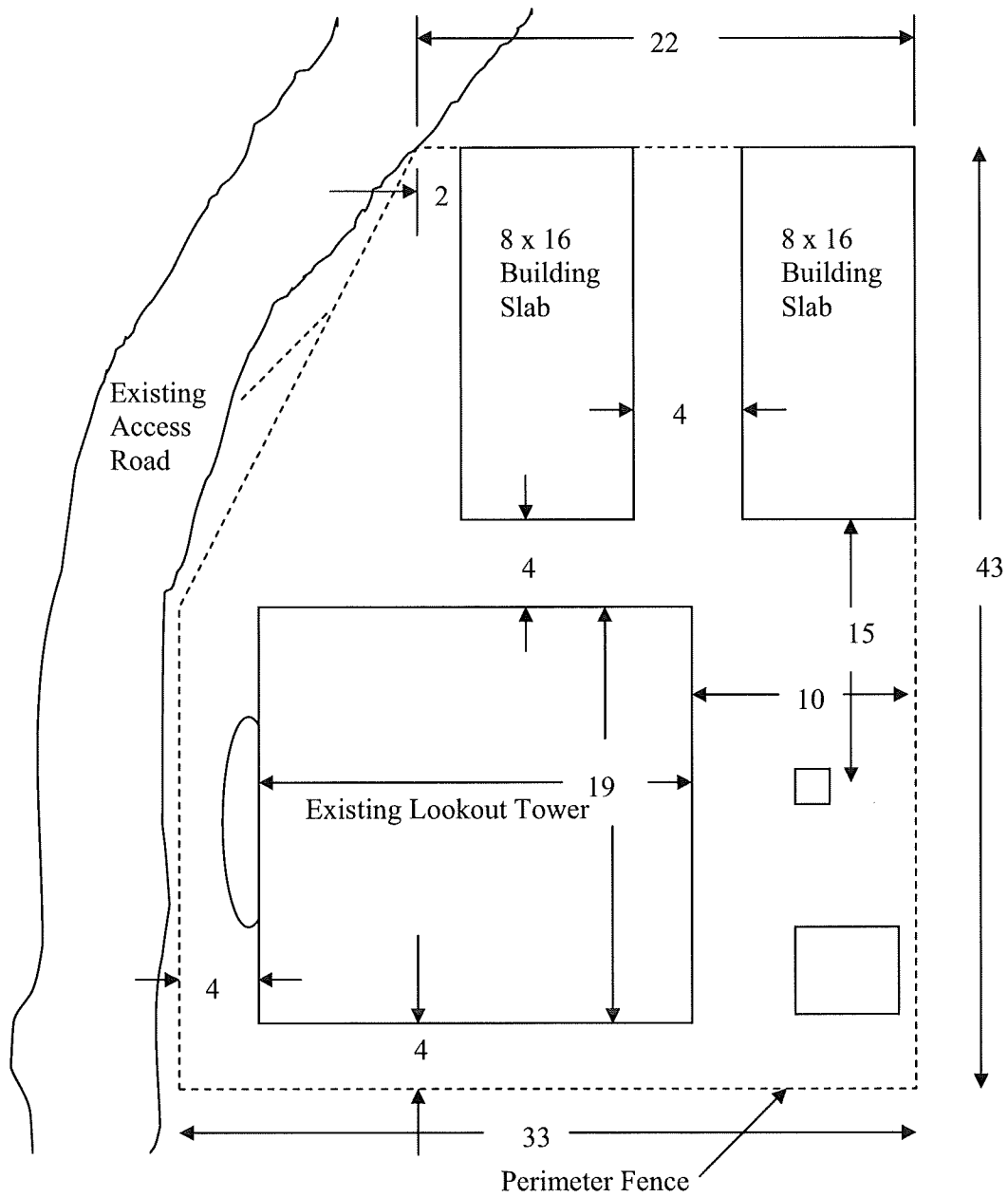
By Mukhtar Thakur

Mukhtar Thakur

Title: Director

Date: Aug 19, 2011



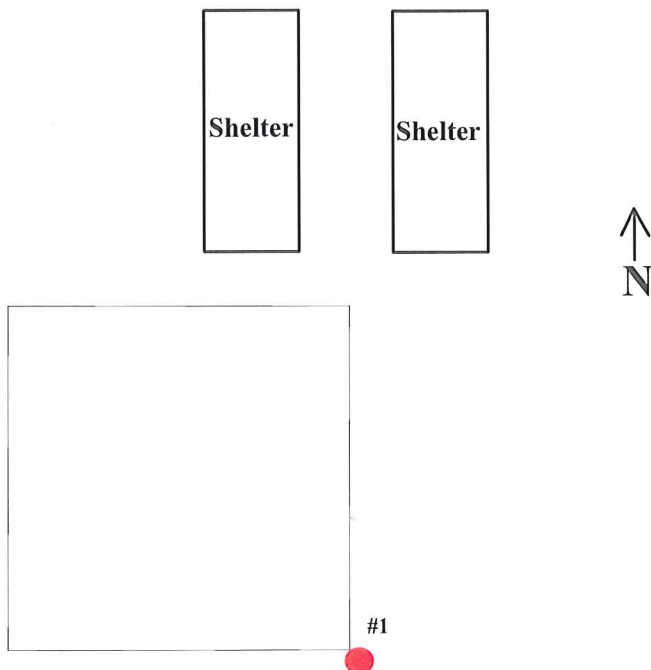


Moose Lake Lookout Tower Site

EXHIBIT A

ANTENNA KEY - MN Department of Corrections Antenna				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Radiowaves HDP2-4.7	81'	Leg SE	1/2"
EQUIPMENT IN SHELTER - DOC				
Equip.		Description		
Motorola		PTP49600 Microwave		
FREQUENCY INFORMATION				
Transmit = 4.9 Ghz		Receive = 4.9 Ghz		

#### Tower Orientation

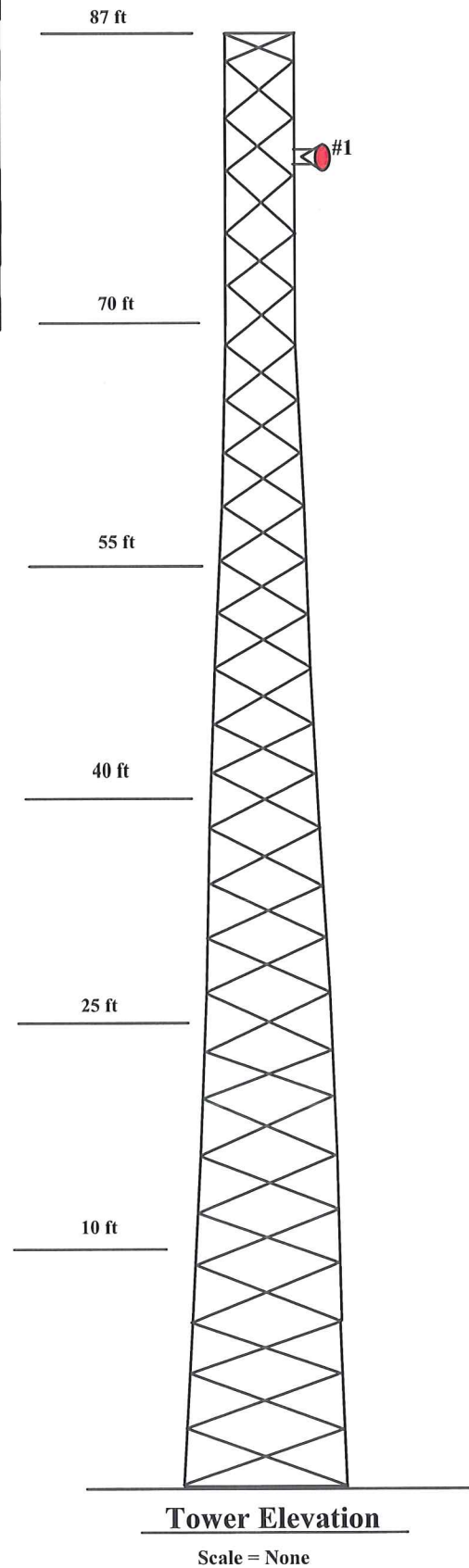


### Moose Lake Tower

#### Minnesota Department of Transportation

August 10, 2011  
 Agreement #99464  
 MN Department of Corrections

Exhibit B1



### **Installation Instructions**

#### **RACK SPACE:**

MN Department of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the County frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

**"Site Access"**

MN/DOT-OEC will provide a designated MN Department of Corrections (AGENCY) individual (or their designee) with a key to the Moose Lake Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 99464  
MN Department of Corrections  
Moose Lake Tower

A structural analysis report is not required for this Lease Agreement.

The MN Department of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MN.IT SERVICES  
FOR  
PROVIDING PHYSICAL AND LOGICAL REDUNDANCY IN FIBER NETWORK**

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Office of MN.IT Services ("MN.IT").

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to enhance financial effectiveness by sharing resources to relocate MnDOT fiber at the T.H. 14W/T.H. 52 interchange AND share existing fiber to create a comprehensive and redundant fiber network that serves the agencies' communications, computer networks, traffic signal operations ITS systems, etc. all in Rochester, MN and,
3. Both parties are willing to enter into this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement:**
  - 1.1 **Effective date.** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes § 16C.05, subdivision 2.
  - 1.2 **Expiration date.** This Agreement will expire on June 30, 2035, unless terminated earlier pursuant to Article 10.
2. **Scope of Work and Responsibilities of Each Party:**
  - 2.1 **MnDOT responsibilities.** MnDOT will:
    - 2.1.1 Establish a partnership account for deposit of proceeds to be received from MN.IT.
    - 2.1.2 Upon full execution of the Agreement, create and enter an invoice in SWIFT.
    - 2.1.3 Use the proceeds from MN.IT (\$20,000.00) to remove MnDOT's existing patching cabinet at the northwest quadrant of T.H. 14W/T.H. 52 interchange and relocate MnDOT fiber from that cabinet, approximately 400' northwest, into Rochester's communications shelter. MnDOT will hire a contractor to do this work.
      - 2.1.3.1 Removal of the patching cabinet and relocation of the fiber by MnDOT must be performed to MN.IT's satisfaction, as determined at the sole and reasonable discretion of MN.IT's Authorized Representative.
    - 2.1.4 In exchange for MN.IT's funding of the relocation of MnDOT fiber, MnDOT will provide MN.IT with 2 strands of dark single mode fibers between the existing communications



shelter at the northeast quadrant of T.H.14 & South Broadway in Rochester, easterly along T.H. 14 and connecting into Rochester Community Technical College (RCTC).

2.2 ***MN.IT responsibilities.*** MN.IT will:

- 2.2.1 Provide a redundant path for fiber-born signals between MnDOT headquarters and RCTC (in Rochester).
- 2.2.2 Maintain and repair MN.IT's fiber network in a timely manner to provide continuity, consistency and redundancy in the fiber system.

3. **Terms of Payment**

- 3.1 MnDOT will invoice MN.IT as follows: \$20,000.00 upon execution of this agreement.
- 3.2 MN.IT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MN.IT will make undisputed payments no later than 30 days after receiving MnDOT's invoice. If an invoice is incorrect, defective or otherwise improper, MN.IT will notify MnDOT within 10 days of discovering the error. After MN.IT receives the corrected invoice, MN.IT will pay MnDOT within 30 days of receipt of such invoice.
- 3.3 MnDOT must create and enter an invoice in SWIFT.
- 3.4 MN.IT will make payment using the bilateral netting process in SWIFT.
- 3.5 MN.IT's maximum obligation under this agreement is \$20,000.00. Upon completion of the work described in Article 2.1.3, any unused funds will be refunded to MN.IT.
- 3.6 MnDOT will be responsible for any costs, to complete the work described in 2.1.3, which may exceed MN.IT's maximum contribution.

4. **Authorized Representatives**

- 4.1 ***Each party's Authorized Representative*** is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

4.2 ***MnDOT's Authorized Representative*** is

Name: Michael Schweyen (or his successor)  
Title: Traffic Engineer - Principal  
MnDOT - District 6 - Rochester  
Street Address: 2900 48<sup>th</sup> Street NW  
City State Zip: Rochester, MN 55901  
Telephone: 507-286-7636  
Email: michael.schweyen@state.mn.us

4.3 ***MN.IT's Authorized Representative*** is:

Name: Jim E. Johnson (or his successor)  
Title: Communications Director  
Office: MN.IT Services  
Street Address: 658 Cedar Street  
City State Zip: St. Paul, MN 55155  
Telephone: 651-201-1016  
Email: [jim.e.johnson@state.mn.us](mailto:jim.e.johnson@state.mn.us)

5. **Liability**

- 5.1 Each party is solely responsible for its own acts or omissions and the results thereof, to the extent permitted by law.

6. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the both parties relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
7. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
8. **Government Data Practices:**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
9. **Assignment and Amendments**
  - 9.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
  - 9.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
10. **Waiver; Contract Complete**
  - 10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
  - 10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
11. **Termination:** Either party may terminate this Agreement at any time, with or without cause, upon 12 months written notice to the other party.

[The remainder of this page has been intentionally left blank. Signature page follows.]

**MN.IT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.03.

Signed: Date: 6/17/15**MnDOT**By: 

(with delegated authority)

SWIFT Contract (SC) ID  
No.: 94837Title Division DirectorPurchase Order (PO) ID  
No.: 3-9984Date: 6/19/15**OFFICE OF MN.IT SERVICES**

\*Please attach the applicable Delegation of Authority, if necessary.

By: Title: CTODate: 6/17/2015**MnDOT CONTRACT MANAGEMENT**By: Date: 6/26/15



**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY – DRIVER AND VEHICLE SERVICES  
FOR  
LEASED SPACE IN THE MnDOT MANKATO DISTRICT HEADQUARTERS FACILITY**

This Agreement is between Department of Transportation (“MnDOT”) and the Department of Public Safety – Driver and Vehicle Services (“DPS-DVS”).

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide leased space for DPS-DVS at the MnDOT Mankato Headquarters Facility; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties and, do hereby agree with each other as follows:

**Agreement**

**1. TERM OF AGREEMENT, EXHIBITS;**

- 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Agreement will expire on September 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3 **Term of Lease:** The term of the Lease under this Agreement will be from the effective date through September 30, 2020.
- 1.4 **Exhibits.** Exhibits A & B are attached and incorporated into this agreement.

**2. LEASED SPACE.**

- 2.1 MnDOT grants and DPS-DVS accepts a lease of the following described as approximately two thousand one hundred seventy-four (2,174) usable square feet of leased space, “Leased Space”, as shown on the floor plan on Exhibit A, in the facility known as the Department of Transportation Mankato Headquarters Facility that is located at 2161 Basset Drive, Mankato, Minnesota 56001-6888.
  - 2.1.1 Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.
    - 2.1.1.1 Measurement Method: Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building

corridor and other permanent walls or to the center of walls demising the Leased Space from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.

- 2.1.1.2 Exclusions and Deductions Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

### 3. RENT

- 3.1 As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$124,154.85 for the term of the Lease, as estimated below and detailed in Exhibit B:

Period	Estimated Increase per Year	Cost per year	Monthly Rental
10/01/15 to 09/30/16		\$ 23,385.13	\$ 1,948.76
10/01/16 to 09/30/17	3.00%	\$ 24,086.69	\$ 2,007.22
10/01/17 to 09/30/18		\$ 24,809.29	\$ 2,067.44
10/01/18 to 09/30/19		\$ 25,553.57	\$ 2,129.46
10/01/19 to 09/30/20		\$ 26,320.17	\$ 2,193.35
Total <b>Estimated</b> Cost of Partnership Lease		\$ 124,154.85	

- 3.2 Rent Adjustment Effective October 1, 2015 and each October thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (2,174 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before August 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3 DPS-DVS agrees to pay MnDOT the monthly rent set forth above on or before the first of each month starting with October 2015.  
Office of Financial Management, Payable  
Financial Operations  
Department of Transportation  
395 John Ireland Blvd MS 215  
St Paul MN 55155-1899
- 3.4 All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.5 All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.
- 3.6 Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized Representative.



- 3.7 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

**4. TERMINATION**

- 4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty (30) days prior written notice to the other party.
- 4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal

**5. DUTIES OF MnDOT**

- 5.1 MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:
- 5.1.1 heat, electricity, sewer and water
  - 5.1.2 janitorial service, and,
  - 5.1.3 trash removal.
- 5.2 MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area within the fenced enclosure for the motorcycle, Class D road and ~~COL~~ testing area. *AJ 10/20/15*
- 5.3 MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing. *per 10/7/15*

**6. DUTIES OF DPS-DVS.** Except as otherwise provided herein, DPS-DVS shall:

- 6.1 furnish materials and services required for its use of the Leased Space;
- 6.2 maintain the Leased Space in a reasonably good condition and state of repair during the continuance of its tenancy; and
- 6.3 surrender the Leased Space to MnDOT at the termination of such tenancy in as good condition as when DPS-DVS took possession, reasonable wear and damage by the elements excepted.

7. **ANNUAL MEETING** MnDOT and DPS-DVS hereby agree to meet annually or more often as agreed to between the parties to discuss any issues or concerns.

**8. MAINTENANCE AND REPAIRS**

- 8.1 It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 8.2 MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

**9. OTHER CONDITIONS**

- 9.1 DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.



- 9.2 MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

10. **BUILDING ACCESS AND SERVICES**

- 10.1 MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2 MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

11. **AUTHORIZED REPRESENTATIVES**

- 11.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

11.2 *MnDOT's Authorized Representative* is

Name: Greg Ous (or his/her successor)  
Title: District Engineer  
Location: MnDOT District 7  
Address: 2151 Bassett Drive, Mankato, MN 56001-6888  
Telephone: 507-304-6101  
Fax: 507-304-6119  
Email: [greg.ous@state.mn.us](mailto:greg.ous@state.mn.us)

12.3 *DPS/DVS's Authorized Representative* is:

Name: Larry Freund or his/her successor.  
Title: Chief Financial Officer  
MN Department of Public Safety  
Address: 445 Minnesota St, Saint Paul, MN 55101-5155  
Telephone: 651-215-1328  
Email: [larry.freund@state.mn.us](mailto:larry.freund@state.mn.us)

12. **LIABILITY**

- 12.1 MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2 DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

[The remainder of this page has been intentionally left blank. Signature page follows.]

Lease # 11707-A  
MnDOT Contract # 1000897

**DPS-DVS**

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

By: Pat McComb  
Title: DVS Director  
Date: 10/7/2015

**STATE ENCUMBRANCE VERIFICATION**

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

By: Jane Johnson  
Date: 9-29-15  
SWIFT  
Contract # 101079

SWIFT  
Purchase  
Order # 3600636840

**COMMISSIONER OF TRANSPORTATION**

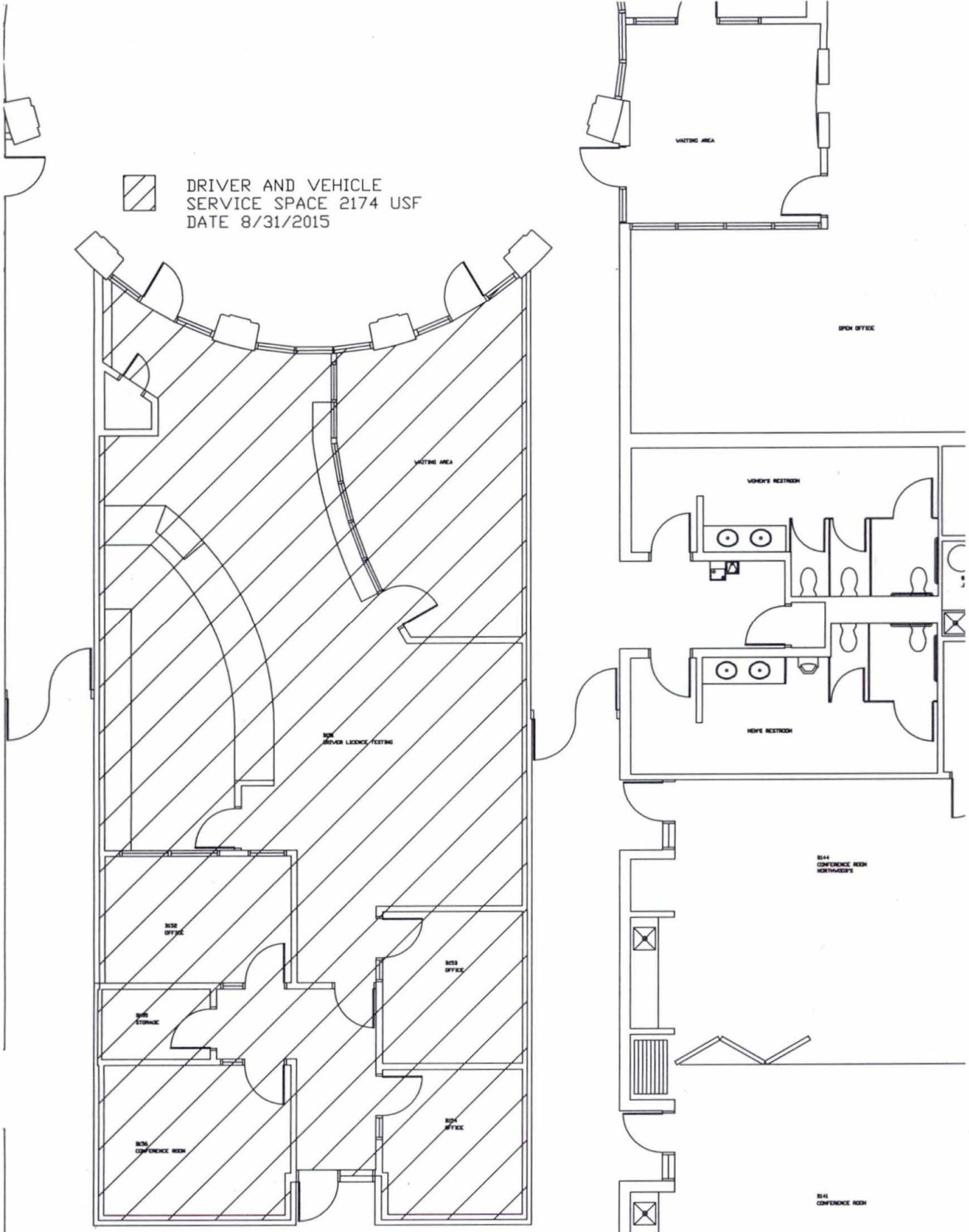
By: Anna Tabor  
Title: Assistant Commissioner or  
Assistant Division Director for Operations  
Date: 10/15/15

Minnesota Department of Transportation  
**Contract Management**

By: [Signature]  
Date: 10-20-2015

10

 DRIVER AND VEHICLE  
SERVICE SPACE 2174 USF  
DATE 8/31/2015



**Exhibit B**  
**Estimated Cost/Rent for**  
**Mankato Headquarters Building**

Lease # 11707-A  
MnDOT Contract # 1000897

FY15 Operating Exp	\$	796,221.89	
FY14 Operating Exp	\$	983,913.41	
FY13 Operating Exp	\$	908,490.11	
FY 12 Operating Exp	\$	803,872.95	
Average Operating Exp	\$	873,124.59	
Capital Expenditures	\$	-	
Depreciation	\$	709,229.68	
Subtotal AOP+ CE-D	\$	1,582,354.27	
Admin (10%)	\$	158,235.43	
Total Costs	\$	1,740,589.70	
Square Footage	\$	161,814.00	
Cost per square foot	\$	10.76	
DPS Square Feet		2,174	
DPS Yearly Rental	\$	23,385.13	
		Estimated Increase	Monthly
Period		per Year	Rental
10/01/15 to 09/30/16	\$	23,385.13	\$ 1,948.76
10/01/16 to 09/30/17	3.00%	\$ 24,086.69	\$ 2,007.22
10/01/17 to 09/30/18		\$ 24,809.29	\$ 2,067.44
10/01/18 to 09/30/19		\$ 25,553.57	\$ 2,129.46
10/01/19 to 09/30/20		\$ 26,320.17	\$ 2,193.35
Total Estimated Cost of Partnership Lease	\$	124,154.85	



**AMENDMENT # 01 TO MnDOT PARTNERSHIP CONTRACT #: 1000897.**

Contract Start Date:	10/20/2015	Original Contract Amount:	\$124,154.85
Orig. Contract Exp. Date:	09/30/2020	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	09/30/2025	Current Amendment Amount:	\$137,475.10
		Current Contract Total:	\$261,629.95

Project Identification: LEASED SPACE IN THE MnDOT MANKATO HEADQUARTERS FACILITY

This Amendment is by and between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

**Recitals**

1. MnDOT has a contract with DPS-DVS identified as MnDOT Contract No. 1000897 ("Original Contract") to provide leased space in the MnDOT Mankato Headquarters Facility to DPS-DVS.
2. MnDOT and DPS-DVS wish to extend the lease for an additional five years.
3. MnDOT and the DPS-DVS are willing to amend the Original Contract as stated below.

**Contract Amendment**

**REVISION 1.** Article 1. "**Term of Contract, Exhibits**" is deleted and replaced in its entirety as follows:

- 1.1 Effective date. This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2 Expiration date. This Agreement will expire on June 30, 2025, unless terminated earlier pursuant to Article 4.
- 1.3 Term of Lease: The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2025.
- 1.4 Exhibits. Exhibits A1 & B are attached and incorporated into this agreement.

**REVISION 2.** Article 3 **RENT**, is deleted and replaced in their entirety as follows:

- 3.1 As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$261,629.95 for the term of the Lease, as detailed in Exhibits B1 and the Table Estimated Cost of Partnership Lease is deleted in its entirety and replaced by Exhibit B1.
- 3.2 Rent Adjustment Effective October 1, 2015 and each October thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (2,174 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before August 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3 DPS-DVS agrees to pay MnDOT the monthly rent set forth above on or before the first of each month starting with October 2015.  
Office of Financial Management, Payable  
Financial Operations  
Department of Transportation  
395 John Ireland Blvd MS 2 15  
St Paul MN 55 155-1899
- 3.4 All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.

3.5 All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.

3.6 Questions and concerns regarding payment by DPS-DYS will be directed to their Authorized Representative.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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



**DPS-DVS**

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**DPS-DVS ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

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

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

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

Exhibit B1  
Estimated Cost of DPS-DVS  
Use of Space in  
Mankato Headquarters Building

MnDOT Contract No.:1000897A01  
Lease #:11707-AA01

Description	Amount		
FY 20 Estimated Operating Expense (EOE)	\$ 1,093,553.98		
Capital Expenditures (CE)	\$0.00		
Depreciation (D)	\$ 711,913.05		
Subtotal (EOE+CE+D)	\$ 1,805,467.03		
Admin+10%	\$ 180,546.70		
Total Estimated Costs (Subtotal+Admin)	\$ 1,986,013.73		
Total Square Footage of Building	161,814	Mezzanines not included.	
Cost per square foot	\$ 12.27		
DPS-DVS square feet used	2,174		
FY 20 DPS-DVS Estimated Yearly Rental	\$ 26,682.45		
Period	Estimated Increase Per Year	Cost Per Year	Monthly Rental
FY 2021 07/01/2020 to 06/30/2021		\$ 26,682.45	\$ 2,223.54
FY 2022 07/01/2021 to 06/30/2022	1.5%	\$ 27,082.69	\$ 2,256.89
FY 2023 07/01/2022 to 06/30/2023	1.5%	\$ 27,488.93	\$ 2,290.74
FY 2024 07/01/2023 to 06/30/2024	1.5%	\$ 27,901.26	\$ 2,325.11
FY 2025 07/01/2024 to 06/30/2025	1.5%	\$ 28,319.78	\$ 2,359.98
Total Cost of Amendment		\$ 137,475.10	
Original Contract Cost		\$ 124,154.85	
Total Cost of Contract		\$ 261,629.95	

LEASE NO. **807**  
FISCAL YEAR: **12-13**

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Transportation	
BUILDING NAME/ADDRESS Transportation Building, 395 John Ireland Boulevard	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand five hundred fifty (255,550) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,980	Office
Ground	2,376	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,127	Office
TOTAL	255,550	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2011 and continuing through June 30, 2013.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 12	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/11- 6/30/12	Basement	25,668		\$15.85		\$33,903.15	\$101,709.45	\$406,837.80
	Basement		2,238		\$6.50	\$1,212.25	\$3,636.75	\$14,547.00
	Ground	22,356		\$15.85		\$29,528.55	\$88,585.65	\$354,342.60
	First	44,296		\$15.85		\$58,507.63	\$175,522.89	\$702,091.56
	Second	22,821		\$15.85		\$30,142.74	\$90,428.22	\$361,712.88
	Third	22,866		\$15.85		\$30,202.18	\$90,606.54	\$362,426.16
	Fourth	22,711		\$15.85		\$29,997.45	\$89,992.35	\$359,969.40
	Fifth	22,936		\$15.85		\$30,294.63	\$90,883.89	\$363,535.56
	Sixth	23,278		\$15.85		\$30,746.36	\$92,239.08	\$368,956.32
	Seventh	23,253		\$15.85		\$30,713.34	\$92,140.02	\$368,560.08
	Eighth	23,127		\$15.85		\$30,546.91	\$91,640.73	\$366,562.92
TOTAL		253,312	2,238			\$335,795.19	\$1,007,385.57	\$4,029,542.28

FY: 13  LEASE PERIOD	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
7/1/12 - 6/30/13	Basement	25,668		\$16.35		\$34,972.65	\$104,917.95	\$419,671.80
	Basement		2,238		\$6.50	\$1,212.25	\$3,636.75	\$14,547.00
	Ground	22,356		\$16.35		\$30,460.05	\$91,380.15	\$365,520.60
	First	44,296		\$16.35		\$60,353.30	\$181,059.90	\$724,239.60
	Second	22,821		\$16.35		\$31,093.61	\$93,280.83	\$373,123.32
	Third	22,866		\$16.35		\$31,154.93	\$93,464.79	\$373,859.16
	Fourth	22,711		\$16.35		\$30,943.74	\$92,831.22	\$371,324.88
	Fifth	22,936		\$16.35		\$31,250.30	\$93,750.90	\$375,003.60
	Sixth	23,278		\$16.35		\$31,716.28	\$95,148.84	\$380,595.36
	Seventh	23,253		\$16.35		\$31,682.21	\$95,046.63	\$380,186.52
	Eighth	23,127		\$16.35		\$31,510.54	\$94,531.62	\$378,126.48
TOTAL		253,312	2,238			\$346,349.86	\$1,039,049.58	\$4,156,198.32

4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.
5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By Susan T. Estes  
REAL ESTATE AND CONSTRUCTION SERVICES

Date JUN 30 2011

LESSEE:  
TRANSPORTATION

By Edwin Clarke  
Title Director, Bus. Support Service

Date 6-27-11

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
PLANT MANAGEMENT DIVISION

By Karen Sweeney  
Title Bus Operations Mgr

Date 6-6-11

STATE ENCUMBRANCE VERIFICATION  
*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By Jh Kell  
Date 6-28-2011

CFMS Contract No. None will be  
encumbered since FY12 Budget  
is in



State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

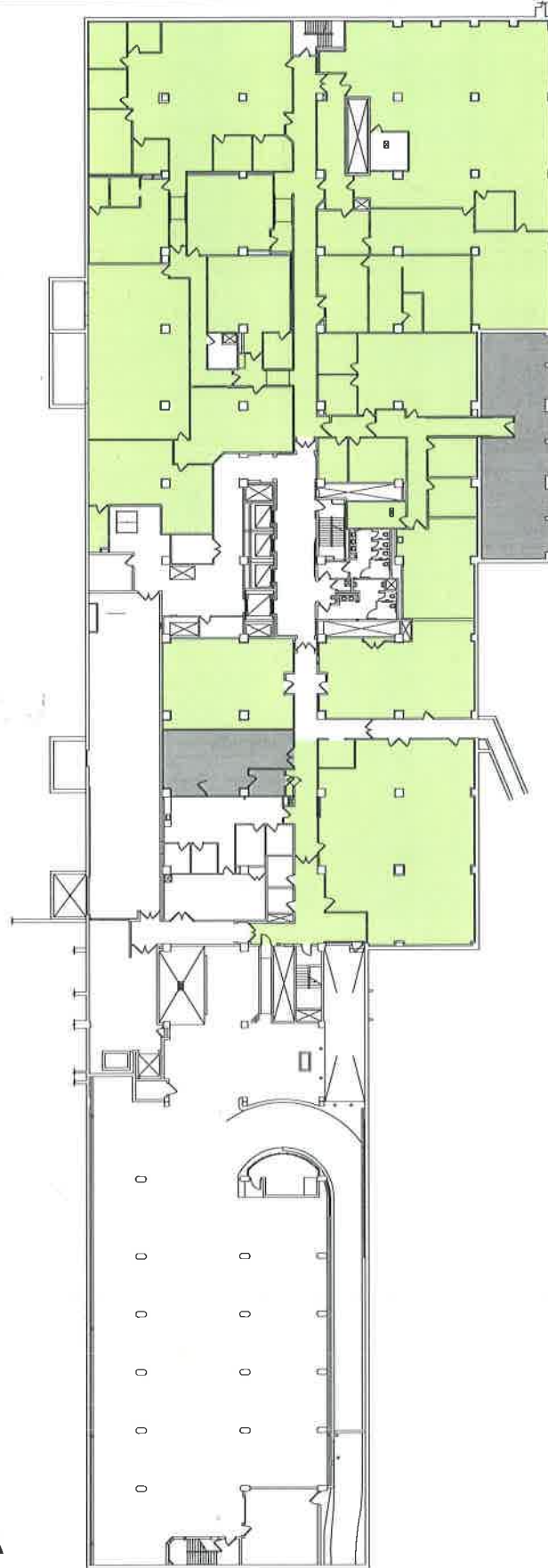
Notes / Remarks  
EX12-FY13 Lease Renewal  
5/1/2011

Basement  
G0231010962-LL

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

2 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
25,668 Sq. Ft. Office  
2,238 Sq. Ft. Storage



State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

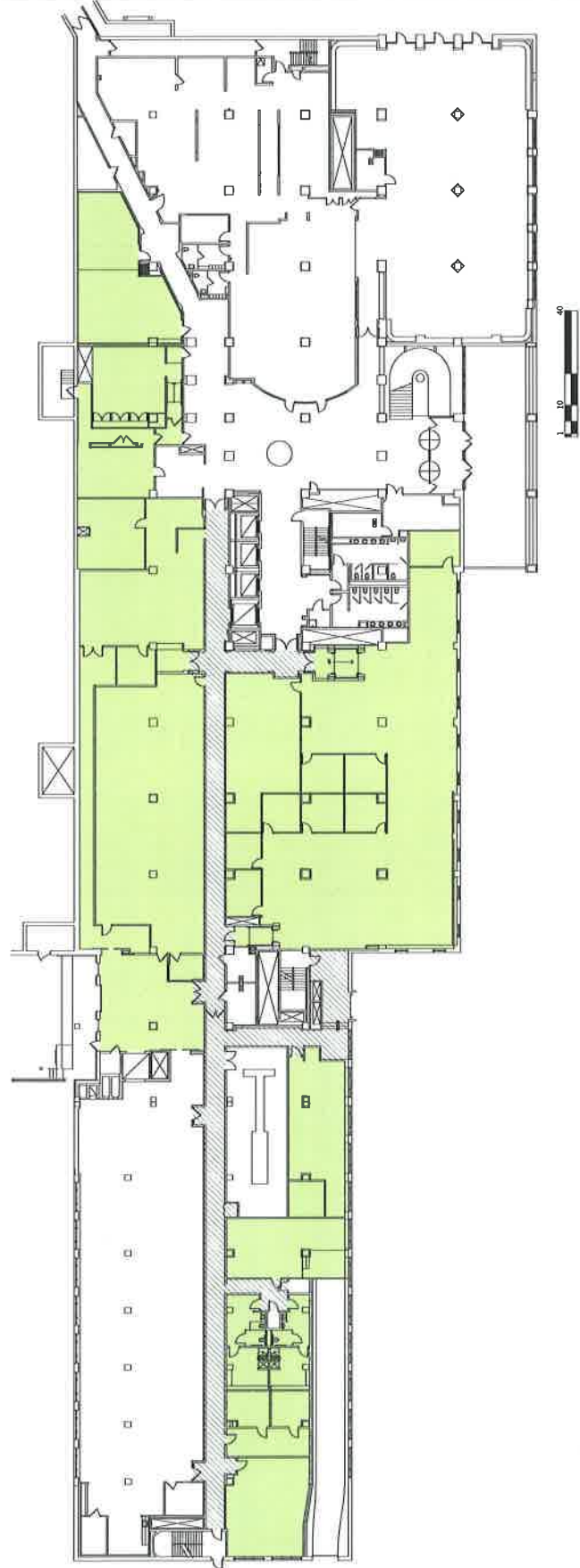
Notes / Remarks  
EX12-FY13 Lease Renewal  
5/1/2011

Ground Floor  
G0231010562-GR

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

3 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
19,980 Sq. Ft. Office  
2,376 Sq. Ft. Prorated Portion of Shared Space





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

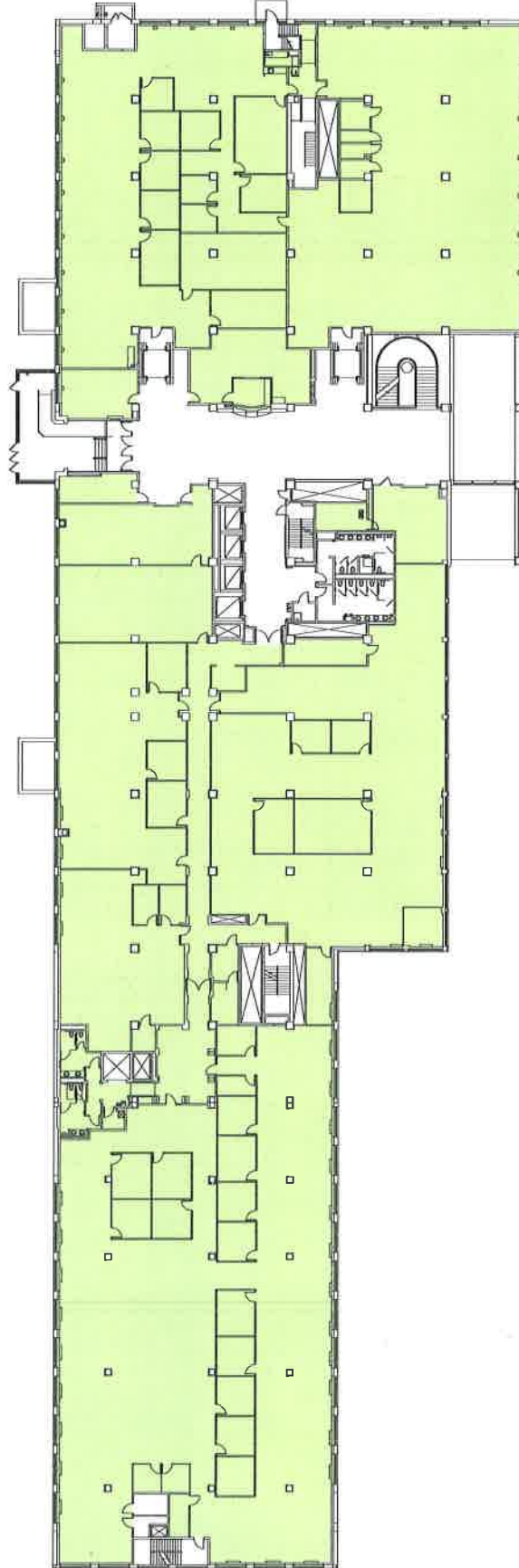
Notes / Remarks  
FY12-FY13 Lease Renewal  
5/1/2011

First Floor  
G0231010562-01

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

4 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
44,296 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

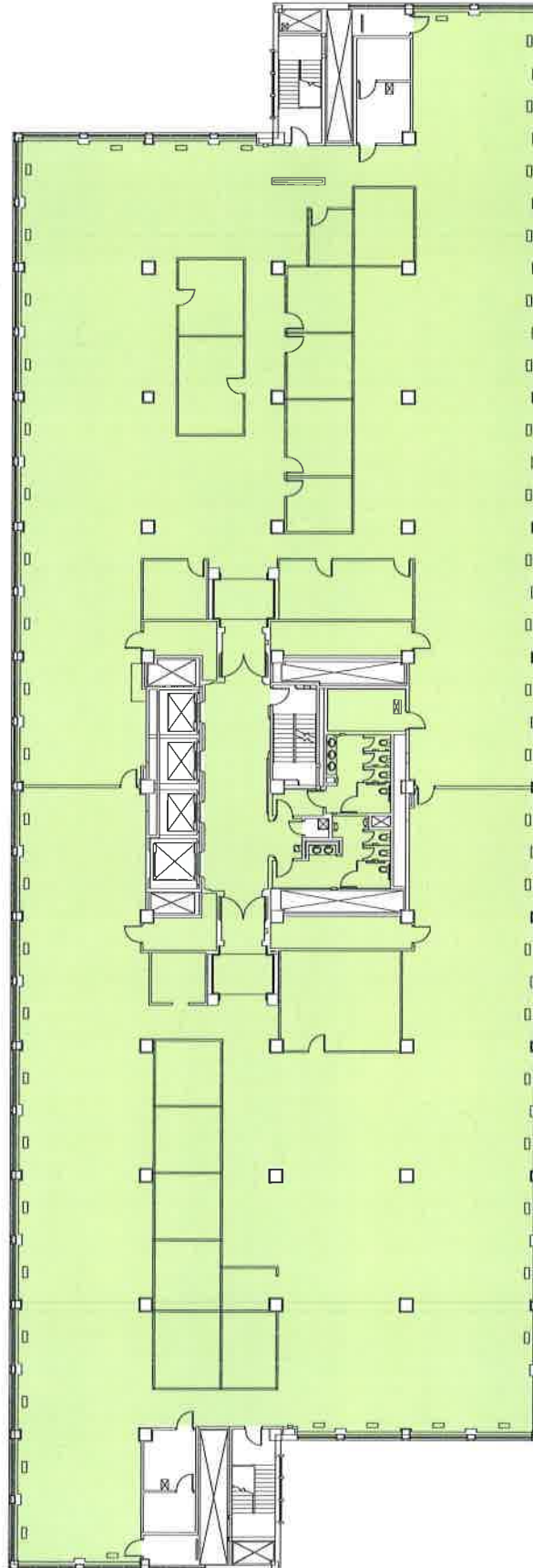
Notes / Remarks  
EXT2.FY13 Lease Renewal  
5/1/2011

Second Floor  
G0231010562-02

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

5 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
22,821 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

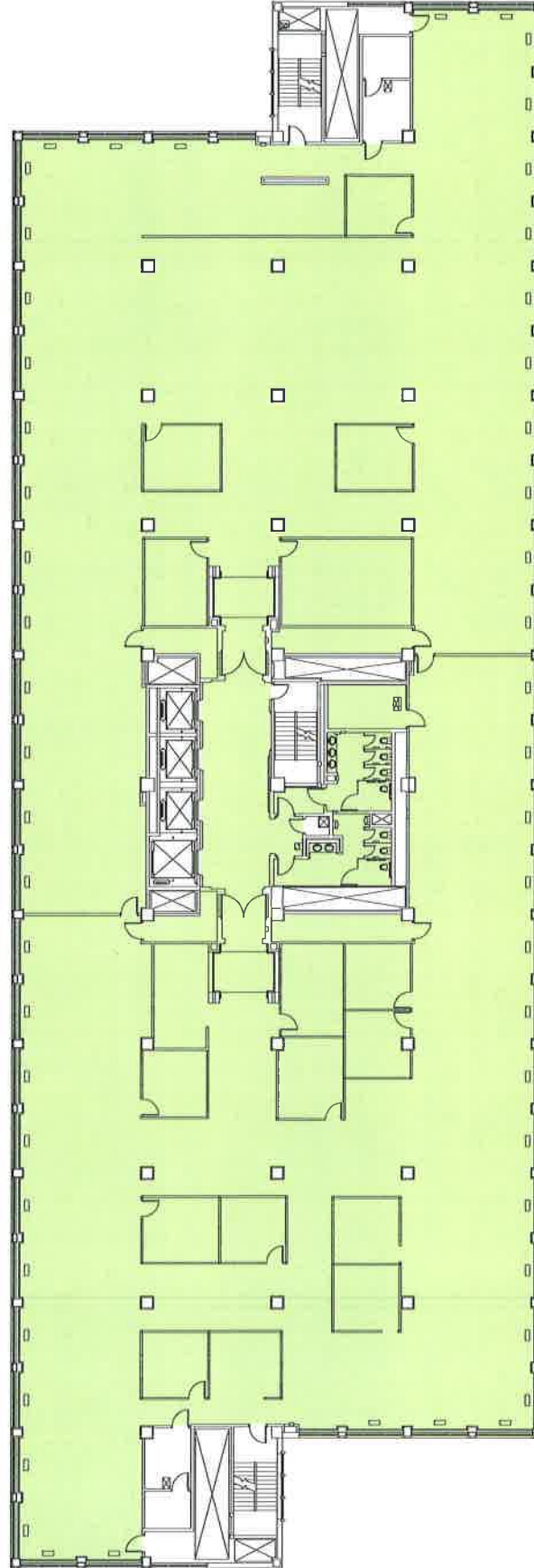
Notes / Remarks  
EX12-EV11 Lease Renewal  
4/1/2011

Third Floor  
G0231010562-03

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

6 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
22,866 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

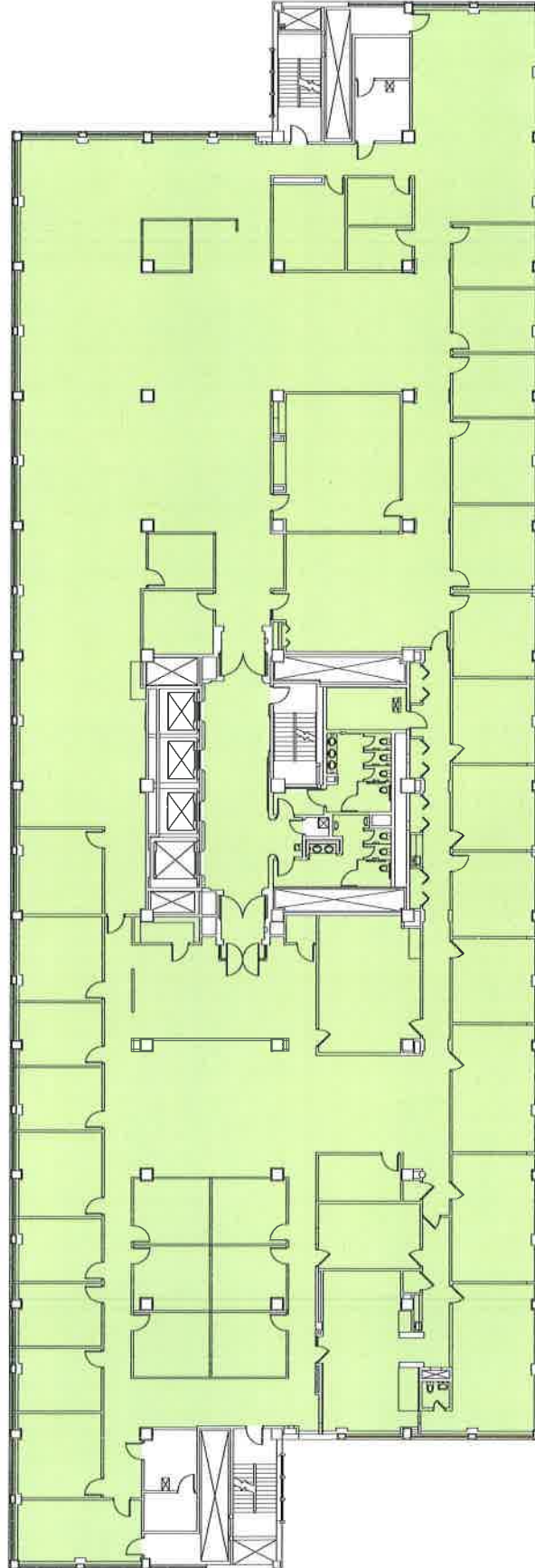
Notes / Remarks  
EX12-EX13 Lease Renewal  
4/1/2011

Fourth Floor  
G0231010562-04

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

7 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
22,711 Sq. Ft. Office







State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

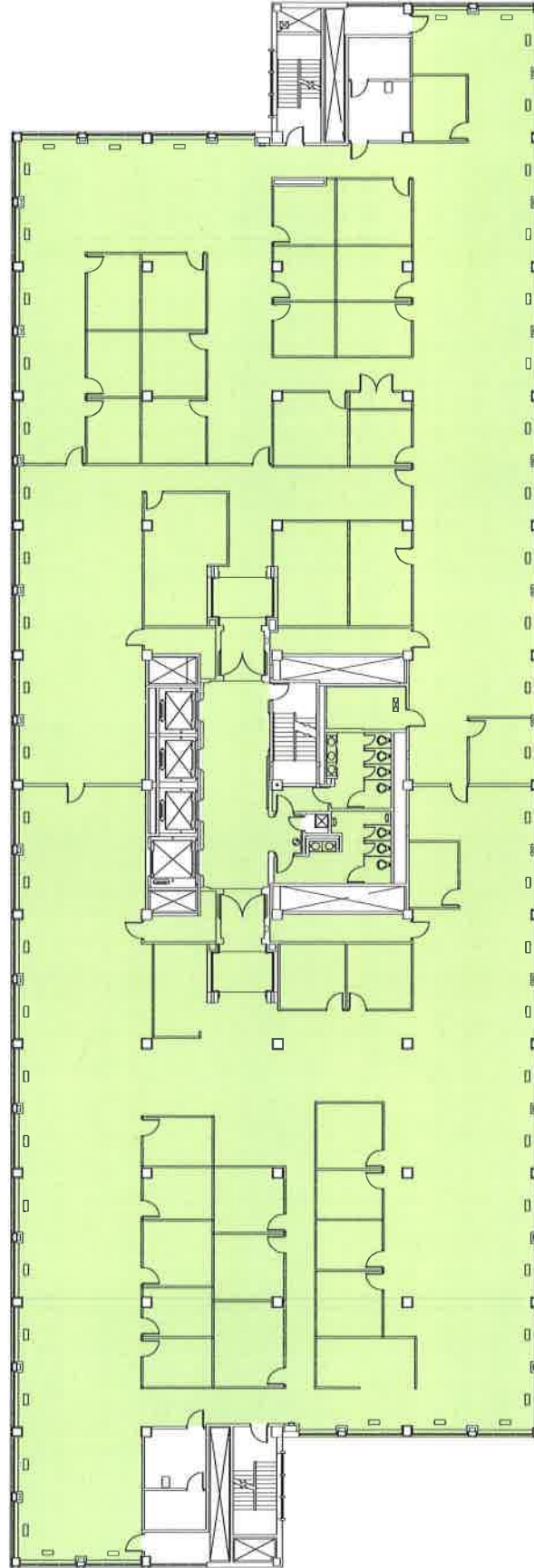
Notes / Remarks  
EX12-FY13 Lease Renewal  
5/1/2011

Fifth Floor  
G0231010562-05

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

8 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
22,936 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

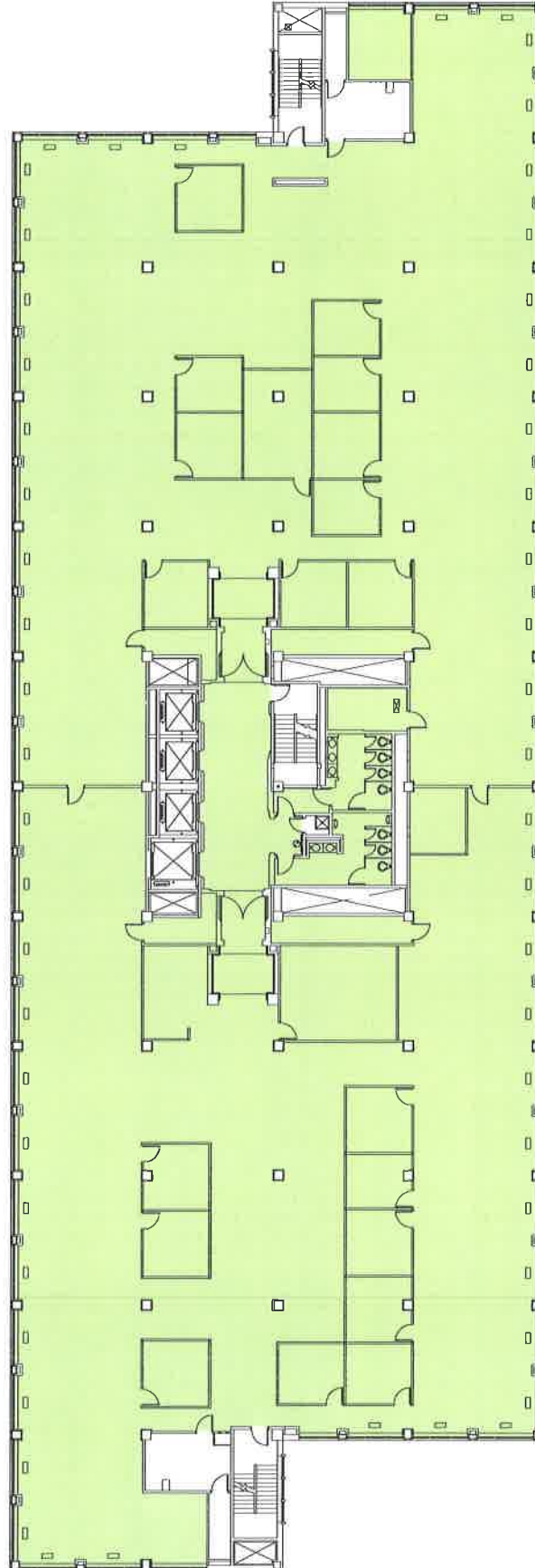
Notes / Remarks  
FY12-FY13 Lease Renewal  
5/1/2011

Sixth Floor  
G0231010552-06

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

9 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
23,278 Sq. Ft. Office





State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

MnDOT Contract #: 1001209 807 FY 12-13

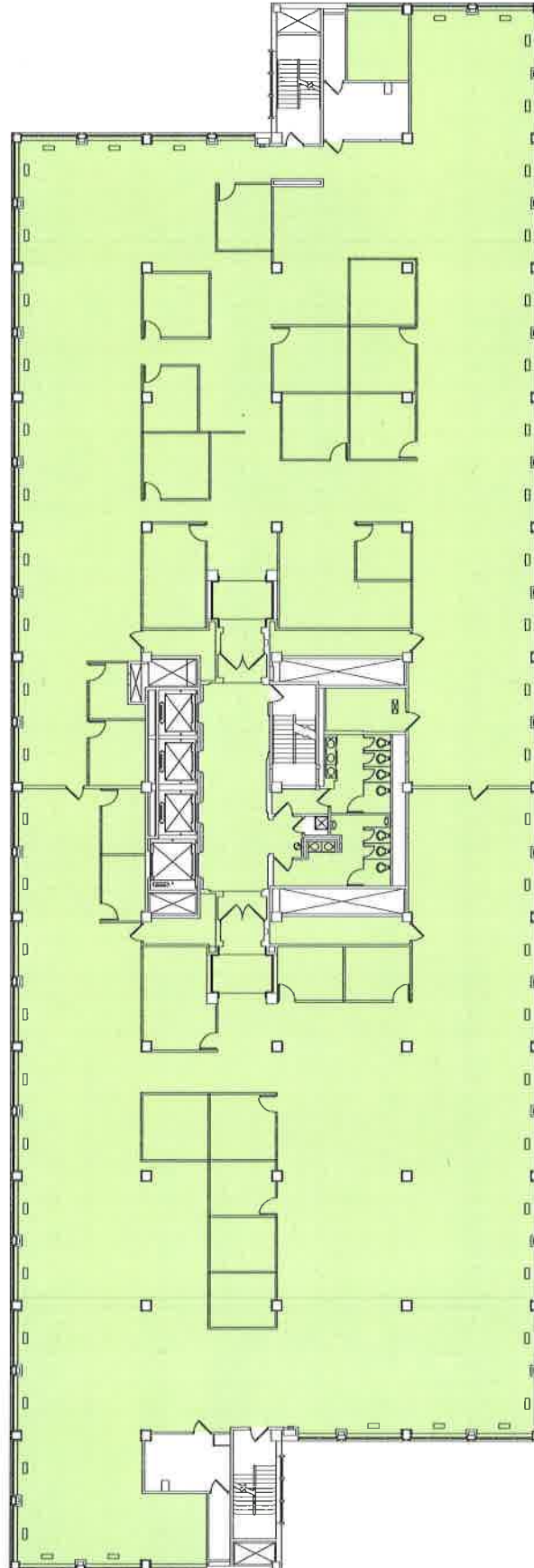
Notes / Remarks  
EX12-FY13 Lease Renewal  
5/1/2011

Seventh Floor  
G0231010562-07

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

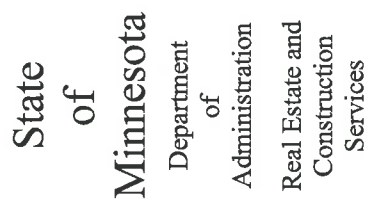
10 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
23,253 Sq. Ft. Office





Transportation  
Building  
310105

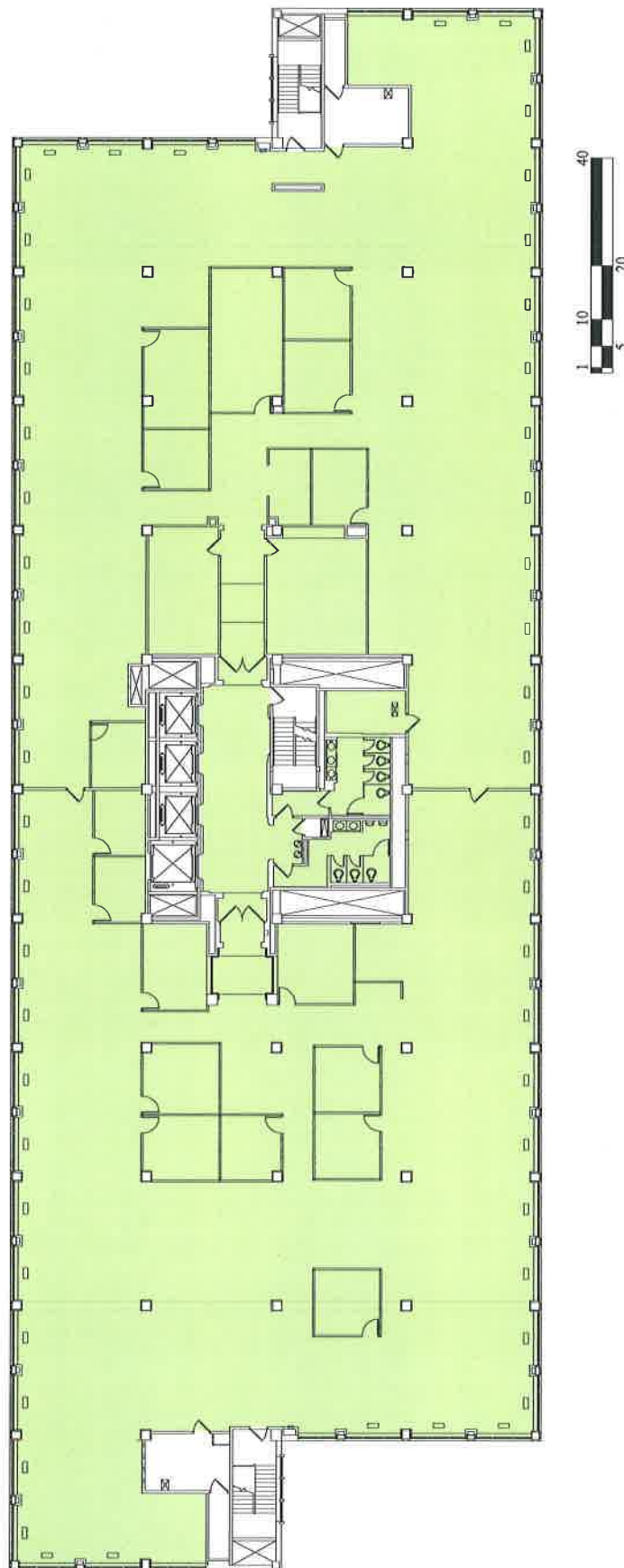
MnDOT Contract #: 1001209 807 FY 12-13

**Eighth Floor**  
G0231010562-08

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

11 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
23,127 Sq. Ft. Office

## I. DUTIES OF LESSOR

A. The Department of Administration, **Plant Management Division** (hereinafter referred to as LESSOR) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

1. **BUILDING MANAGEMENT SERVICES** LESSOR shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental issues, Indoor Environmental Quality (IEQ) issues, recycling, reuse and sustainability issues and integrated pest management issues related to the Leased Premises or building. The Building Manager shall be the contact person for all building-related work and concerns. Contact 651.201.2300 or check website: [www.admin.state.mn.us/pmd](http://www.admin.state.mn.us/pmd) for more information.
    - a. **Construction, Remodeling and Renovation Work**
      - (i) LESSOR shall inform LESSEE in writing, of construction, remodeling or renovation work being initiated or coordinated by LESSOR in the Leased Premises or building.
      - (ii) LESSOR shall communicate and coordinate LESSEE initiated work with the Department of Administration's Division of Real Estate and Construction Services (RECS) and other building tenants.
    - b. **Carpet Replacement** LESSOR shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet will be repaired or replaced at discretion of LESSOR. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LESSOR. Selection by LESSEE shall be made from LESSOR sample selections. If LESSEE desires any carpet and LESSOR does not have funding available, LESSOR will contract, install and invoice LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity.
    - c. **Interior Decoration** LESSOR shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of seven (7) years under normal use. LESSOR financial obligation not to exceed contract amount. Selection shall be made by LESSEE from LESSOR sample selections. If LESSEE desires a different type of wall treatment or a different quality of paint, LESSOR will contract and invoice LESSEE. LESSOR shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity.
    - d. **Window Treatments** LESSOR shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum useful life of fifteen (15) years. The determination is to be made at the discretion of LESSOR. Exterior window treatments will be selected from the State Contract. If LESSEE chooses to select a different exterior window treatment that is not under State Contract, LESSEE shall pay the portion above the State Contract rate. If LESSEE desires a different type of window treatment, LESSOR will contract and invoice the LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of LESSEE and any related costs shall be borne by LESSEE.
    - e. **Ceiling Tiles** LESSOR shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of LESSOR.
    - f. **Rental Space** To make rental space suitable for offices, LESSOR shall perform interior decorating according to the schedules outlined above. LESSOR shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LESSOR. LESSOR shall not fund accommodations or changes to rental space in order to meet specialized needs of LESSEE.
- The above terms and conditions in items a-f apply only when funding has not been appropriated for this purpose.
- g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LESSOR shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are LESSOR-owned and under LESSOR'S custodial control.
  - h. **Grounds Maintenance Services** LESSOR shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe access and egress. This shall include the following:
    - (i) Snow and ice removal (to meet local jurisdiction requirements).
    - (ii) Exterior maintenance of turf, shrubs, trees and plants.
    - (iii) Cleaning and removal of debris.

- i. **Integrated Pest Management Services** LESSOR shall provide an integrated pest management program for control of rodents and bugs within the building.
- j. **Keys** All keys for space in state-owned buildings under the custodial control of LESSOR must be provided by LESSOR. LESSOR shall allot a maximum of two (2) keys for each door within the Leased Premises. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement.
- k. **Security Services** In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain the call boxes and those located in the tunnel system between facilities.
- l. **Signage** LESSOR shall provide for directory signage located in the public spaces. The quantity and location of directory signage shall be at LESSOR'S discretion.
- m. **Communication**
  - (i) LESSOR'S Building Manager or designee shall coordinate with LESSEE'S key contact person on any work scheduled in a building which could affect building operations.
  - (ii) LESSOR shall provide notice of these events and LESSEE shall provide communication to tenants. Reasonable coordination efforts shall be made by LESSOR with LESSEE'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. **Insurance** LESSOR insures the building structure only, the contents within are the responsibility of the LESSEE.
- o. **Fire Alarms and Suppression Systems** LESSOR shall provide preventive maintenance, repair and replacement and annual testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements within the buildings that are LESSOR owned.
- p. **Use of Space** LESSOR shall lock and secure all LESSOR'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms.

## 2. UTILITY SERVICES

- a. **Heating** LESSOR shall provide the Leased Premises with heating facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR may provide LESSEE with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
  - (i) From October 1 through April 30, minimum temperatures shall be maintained
    - (a) Between 68° F to 70° F for all occupied areas.
    - (b) Between 65° F to 67° F for all lobbies, corridors and restrooms.
    - (c) Between 60° F to 62° F for all building entrances and storage areas.
    - (d) Temperature settings for all of the above referenced spaces will be lowered to between 60° F and 62° F during non-working hours.
    - (e) At a maximum of 55° F for all unoccupied and all vacated spaces.
  - (ii) LESSOR shall establish the area operating temperatures as follows:
    - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
    - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday.
    - (c) All State observed holidays.
  - (iii) Unless established to the contrary through Interagency agreement, heating systems are set to operate as defined above. Building heating systems are not intended to be used for heating areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional heating beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR based on hot water and electric usage for the extended hours of operation.
- b. **Cooling** LESSOR shall provide the Leased Premises with cooling facilities for occupied areas of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices, such as the opening or closing of window treatments, doors and vents within the Leased Premises. LESSOR may provide LESSEE with instructions defining said optimal use. For purposes hereof, the committed ranges of temperature are as follows:
  - (i) From May 1 through September 30, maximum temperatures shall be maintained
    - (a) Between 76° F to 78° F for all occupied areas excluding reheat systems.
    - (b) Temperature settings for all of the above referenced spaces will be increased to 85° F during non-working hours.



- (c) Computer rooms and research facility temperatures will be maintained in accordance with the operating requirements of the equipment/research procedures.
- (ii) LESSOR shall establish the area operating temperatures as follows:
  - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
  - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday.
  - (c) All State observed holidays.
- (iii) Unless established to the contrary through interagency agreement, cooling systems are set to operate as defined above. Building cooling systems are not intended to be used for cooling areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR based on chilled water and electrical usage for the extended hours of operation.
- c. **Water/Sewage** LESSOR shall provide the Leased Premises with adequate water and sewage facilities of a design capacity sufficient to serve the Leased Premises.
- d. **Ventilation** LESSOR shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62-1999. All supply air shall be filtered in accordance with ASHRAE Standard 52.1-1992 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LESSOR as required by the application and the needs of the system. Unless established to the contrary through interagency agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. **Electrical**
  - (i) LESSOR shall provide the Leased Premises with electrical facilities of a design capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LESSOR. LESSEE-owned equipment, purchased and installed by LESSEE, or purchased and installed on behalf of LESSEE through a major construction or renovation project and/or LESSEE'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of LESSEE at LESSEE'S cost. All LESSEE equipment installation to be approved in accordance with the provisions of this lease with LESSOR to ensure proper installation and power equipment. LESSEE shall be billed by LESSOR on a fee-for-service basis based on actual electrical usage for the extended hours of operation or specialized use.
  - (ii) LESSOR shall provide electric power for LESSEE. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LESSOR cannot guarantee continuous availability. If LESSEE has a need for continuous, uninterruptible, or specific power quality needs, it shall be LESSEE'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved by LESSOR.
  - (iii) The LESSOR is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the LESSEE, the LESSOR will schedule work during "off hours", nights and weekends in an effort to minimize disruption to LESSEE activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LESSOR reserves the right to interrupt electrical services as required during normal business hours.
  - (iv) For non-scheduled power outages, every effort shall be made by LESSOR to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

### 3. RECYCLING, REUSE AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LESSOR shall provide space for recyclable materials.
- b. LESSOR shall, at its expense, provide general recycling services including transporting recycling barrels provided by LESSEE from the Leased Premises to a holding area, as mutually agreed to by the parties. If shipping containers are provided by LESSEE, empty the recycling barrels into the shipping containers and return said recycling barrels to the Leased Premises.
- c. LESSEE is responsible for all confidential recycling.

4. **JANITORIAL SERVICES** The following janitorial services shall be provided to LESSEE by LESSOR'S Building Services Staff:

a. **Office Cleaning**

- Daily: Empty trash receptacles; replace liners, as necessary.  
Vacuum carpeted main traffic aisles, moving furniture, as necessary.  
Return furniture to original position.  
Pick up litter in remainder of other carpeted areas.  
Spot clean carpeting.  
Spot clean partitions/door glass.
- Weekly: Vacuum carpeted areas.  
Dust mop hard surface main traffic aisles.  
Dust exposed areas on desks/credenzas/work surfaces.  
Dust mop hard surface areas.  
Wet mop hard surface areas.  
Detail dust accessible furniture.  
Dust windowsills, radiators, etc. (below 6 feet).
- Monthly: Spot clean walls and doors.
- Semi-Annual: Clean door frames.  
Dust accessible exterior window blinds, where applicable.  
Clean ceiling vents (under 12 feet).  
Clean-carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.
- As Needed: Empty recyclable materials and coordinate material pick up.
- NOTE: Detail dusting in an office setting shall be done only in accessible areas. LESSOR shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

b. **Lobby/Entrance Cleaning**

- Daily: Empty/spot clean trash receptacles.  
Sweep hard surface floors.  
Wet mop hard surface floors.  
Clean walk off mats.  
Clean door glass; spot clean adjacent glass.  
Vacuum carpet.  
Clean entire interior and exterior of elevators.  
Sweep/vacuum/wet mop open stairways.  
Clean/sanitize public pay telephones.  
Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.  
Spot clean plate glass windows.  
Clean and polish stairway handrails.  
Clean thresholds.  
Check/arrange and spot clean public area furniture.  
Clean kick plates and door frames.  
Spot clean walls
- As Needed: Scrub and coat hard surface floors.  
Strip, seal and finish hard surface floors.  
Buff/burnish accessible hard surface floors.  
Clean carpet.

c. **Hard Surface Floor Care – Common Areas**

- Daily: Dust mop wall to wall.  
Spot mop spills/splashes.
- Weekly: Wet mop/auto scrub floor surfaces.  
Buff/burnish floors.
- As Needed: Heavy scrub and recoat floor finish.  
Strip, seal and finish hard surface floors.

d. **Hard Surface Floor Care – Work Areas**

- Daily: Dust accessible areas.  
Wet mop other areas.



- Weekly: Dust mop wall to wall.  
Wet mop/auto scrub wall to wall.  
Buff/burnish accessible floor areas.
- As Needed: Heavy scrub and recoat floors.  
Strip, seal and finish.

**e. Restroom Sanitation**

- Daily: Check, resupply stock.  
Clean stock dispenser.  
Empty trash, including sanitary disposal units; clean receptacles.  
Clean, sanitize toilets, sinks and urinals.  
Clean stainless steel and chrome.  
Wet mop floor with sanitizing detergent.  
Clean interior glass and mirror(s).  
Spot clean doors, both sides.  
Spot clean walls; with special emphasis around dispensers, sinks and urinals.

- Monthly: Machine scrub floors.  
Sanitize waste receptacles.

- Semi Annually: Deep clean cycling.

**f. Miscellaneous Cleaning**

- Daily: Sanitize drinking fountains.  
Police interior stairwells.  
Remove unapproved posters or outdated posters/bulletins.

- Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.

- As Needed: Wet mop hard surface stairwell risers and landings.  
Clean ceiling light diffusers and exhaust fans in elevator cars.  
Clean electrical and janitorial closets; damp mop hard surface flooring and clean baseboard and walls.  
Dust stairwell railings.  
Vacuum upholstered furniture.

**B. The Department of Administration, Real Estate and Construction Services (RECS) shall be responsible for:**

1. Allocation and inventory of state-owned space under the custodial control of the Plant Management Division.
2. Preparation and processing of lease documents.

**II. DUTIES OF LESSEE**

- A. TRANSFERABILITY** LESSEE shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

- B. DESIGNATED STAFF PERSON** LESSEE agrees to designate a key contact person who shall be responsible for coordinating with LESSOR'S Building Manager to include but not limited to building surveys, building postings, construction/renovation projects, recycling, reuse and sustainability issues, which occur within the Leased Premises, and to communicate with LESSOR on postings of work which may affect the building tenants or building operations.

**C. RECYCLING, REUSE AND SUSTAINABILITY**

1. General Recycling Services – LESSEE agrees to:
  - a. Ensure LESSEE'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with the 60% recycling goal in Minn. Stat. §115A.15. Education should be provided and barriers to recycling should be addressed.
  - b. Ensure shipments of recyclables do not contain contaminating materials.
  - c. Use recycling containers and equipment only for designated recycling purposes.
  - d. Direct recycling questions and general waste reduction and recycling needs to LESSOR'S Building Manager or designee.
  - e. Recycling of confidential materials.

**D. HAZARDOUS WASTE**

1. If LESSEE is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LESSOR with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. LESSEE shall also provide LESSOR with a copy of its annual Hazardous Waste Report each year thereafter.
2. If LESSEE is recycling hazardous waste under a local jurisdiction's special waste pilot project guidelines, it shall provide LESSOR documentation of such action including the type of wastes, approximate quantities and means and places of LESSEE'S recycling.
3. In the event LESSEE vacates Leased Premises, LESSEE shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by LESSEE to LESSOR no later than thirty (30) days from the date LESSEE vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by LESSEE at LESSEE'S expense.

**E. ELECTRONIC DEVICES AND FURNITURE** LESSEE is responsible for agency owned equipment and office furniture must be disposed at LESSEE'S expense.**F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES**

Heating, ventilation and air conditioning, electrical, water and sewage (please refer to page 2, 2. Utility Services, parts a & b).

1. LESSEE agrees to observe reasonable precautions to prevent waste and conserve energy and natural resources by use of settings as determined by LESSOR for thermostats, vents, appliances, lights and climate control devices such as window treatments. LESSOR may provide LESSEE with instructions defining said optimal use.
2. LESSEE shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LESSOR to be beyond those provided for in this agreement, either during or outside normal established hours of operation.
3. LESSOR will measure utility usage in appropriate units and charge LESSEE for the cost per unit of the utility.

**G. USE OF SPACE**

1. LESSEE agrees not to use the Leased Premises in any way which, in the judgment and discretion of LESSOR, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall LESSEE use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
2. LESSEE agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LESSOR as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by LESSEE, LESSEE shall contact 651.201.2300 for access.
3. LESSEE agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.
4. LESSEE agrees to consider conference rooms not leased as part of the Leased Premises and under the custodial control of LESSOR, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales.
5. LESSEE agrees to receive all goods delivered to the building related to LESSEE or Leased Premises at the loading dock and LESSEE shall be responsible for the safe-guarding and security of these delivered goods. LESSEE agrees that, at no time, shall LESSOR be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.
6. LESSEE agrees to maintain the Leased Premises in a reasonably clean and sanitary condition.

**H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

1. LESSEE-owned program equipment purchased and installed by LESSEE or purchased and installed on behalf of LESSEE through a major construction or renovation project that is related to LESSEE'S programs or operation shall be the responsibility of LESSEE to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from LESSEE'S equipment shall be remedied by LESSEE at LESSEE'S expense. At the discretion of LESSOR, any of LESSEE equipment shall be removed at the time

LESSEE vacates the Leased Premises and the Leased Premises shall be returned to its original condition at LESSEE'S expense. LESSOR may, at its discretion, following the execution of an interagency agreement, be contracted to maintain, service, repair and replace such LESSEE'S equipment at LESSEE'S cost on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. Any of LESSEE'S program equipment with specialized electrical needs will also be billed by LESSOR.

2. Specialized fire suppression systems supporting LESSEE-owned equipment shall be the responsibility of LESSEE to maintain, repair, replace and inspect per local jurisdiction requirements. LESSEE may contract with LESSOR for maintenance, repair and inspection services of LESSEE'S equipment at LESSEE'S cost on a fee for services basis through LESSOR'S Repair and Other Jobs activity. If LESSEE chooses to contract separately, LESSEE must provide inspection report as required.
3. LESSEE to ensure owned equipment such as lieberts, dry coolers, etc is properly installed and maintained to ensure maximum advantage of outside cooling.

- I. **LESSEE OWNED AND FURNISHED EQUIPMENT** All LESSEE owned and furnished equipment shall be LESSEE responsibility to maintain, repair and inspect. LESSEE to be responsible for any repairs to the building and building components resulting from LESSEE owned equipment failure.
- J. **KEYS** Additional keys needed by LESSEE beyond those provided by LESSOR shall be obtained from LESSOR on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.
- K. **SECURITY SERVICES** LESSEE shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, call boxes, access control devices, and cameras.
- L. **SIGNAGE** Identification of space within leased premises is responsible by the LESSOR and shall not be changed by LESSEE. If LESSEE contracts for signage with a private vendor, selection must be coordinated through and approved by LESSOR to ensure appropriate signage and disabled specifications and standards have been met.
- M. **COMMUNICATION** LESSEE'S key contact person shall submit LESSEE initiated postings to LESSOR'S Building Manager for approval, dependent on nature of posting. Approved posting will be distributed to the building's bulletin holders.
- N. **MODIFICATIONS TO LEASED SPACE**
  1. LESSEE shall contact LESSOR to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, modular furniture, security systems and communications/data cabling. Detailed plans for all such work shall be developed and approved by LESSOR or their designee. Implementation of the work shall be performed either by:
    - a. Licensed contractor, as authorized by LESSOR, under contract with the LESSOR.
    - b. Licensed contractor, as authorized by LESSOR, under contract with LESSEE. Such contracts must be approved by LESSOR prior to contractor commencing any work. Said contractor must follow all applicable codes and licensure requirements.
  2. At the time LESSEE vacates the Leased Premises, LESSEE shall, at LESSOR'S option be responsible for restoration of the Leased Premises which have been modified by the LESSEE since July 1, 2009. The Leased Premises shall be returned to its original condition by LESSOR at LESSEE'S expense.
- O. **PERSONAL PROPERTY** UL certified appliances such as, but limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LESSOR. Personal items such as space heaters, bicycles, segways or animals (including pets), are not allowed inside LESSOR managed facilities.



LEASE NO. **807**  
FISCAL YEAR: **14-15****DEPARTMENTAL LEASE**

<b>LESSOR: DEPARTMENT OF ADMINISTRATION</b>	
<b>DEPARTMENT/AGENCY (as LESSEE)</b>	
<b>Transportation</b>	
<b>BUILDING NAME/ADDRESS</b>	<b>DIVISION/SECTION NAME</b>
<b>Transportation Building, 395 John Ireland Boulevard</b>	

**TERMS AND CONDITIONS:**

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand five hundred fifty (255,550) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,980	Office
Ground	2,376	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,127	Office
<b>TOTAL</b>	<b>255,550</b>	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2013 and continuing through June 30, 2015.

3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

<b>FY: 14</b>		<b>SQUARE FEET</b>		<b>RATE PER SQUARE FOOT</b>		<b>MONTHLY AMOUNT</b>	<b>QUARTERLY AMOUNT</b>	<b>AMOUNT FOR LEASE PERIOD</b>
<b>LEASE PERIOD</b>	<b>ROOM OR FLOOR</b>	<b>OFFICE</b>	<b>STORAGE</b>	<b>OFFICE</b>	<b>STORAGE</b>			
7/1/13- 6/30/14	Basement	25,668		\$16.60		\$35,507.40	\$106,522.20	\$426,088.80
	Basement		2,238		\$6.50	\$1,212.25	\$3,636.75	\$14,547.00
	Ground	22,356		\$16.60		\$30,925.80	\$92,777.40	\$371,109.60
	First	44,296		\$16.60		\$61,276.13	\$183,828.39	\$735,313.56
	Second	22,821		\$16.60		\$31,569.05	\$94,707.15	\$378,828.60
	Third	22,866		\$16.60		\$31,631.30	\$94,893.90	\$379,575.60
	Fourth	22,711		\$16.60		\$31,416.88	\$94,250.64	\$377,002.56
	Fifth	22,936		\$16.60		\$31,728.13	\$95,184.39	\$380,737.56
	Sixth	23,278		\$16.60		\$32,201.23	\$96,603.69	\$386,414.76
	Seventh	23,253		\$16.60		\$32,166.65	\$96,499.95	\$385,999.80
	Eighth	23,127		\$16.60		\$31,992.35	\$95,977.05	\$383,908.20
<b>TOTAL</b>		<b>253,312</b>	<b>2,238</b>			<b>\$351,627.17</b>	<b>\$1,054,881.51</b>	<b>\$4,219,526.04</b>

<b>FY: 15</b>		<b>SQUARE FEET</b>		<b>RATE PER SQUARE FOOT</b>		<b>MONTHLY AMOUNT</b>	<b>QUARTERLY AMOUNT</b>	<b>AMOUNT FOR LEASE PERIOD</b>
<b>LEASE PERIOD</b>	<b>ROOM OR FLOOR</b>	<b>OFFICE</b>	<b>STORAGE</b>	<b>OFFICE</b>	<b>STORAGE</b>			
7/1/14 - 6/30/15	Basement	25,668		\$16.60		\$35,507.40	\$106,522.20	\$426,088.80
	Basement		2,238		\$6.50	\$1,212.25	\$3,636.75	\$14,547.00
	Ground	22,356		\$16.60		\$30,925.80	\$92,777.40	\$371,109.60
	First	44,296		\$16.60		\$61,276.13	\$183,828.39	\$735,313.56
	Second	22,821		\$16.60		\$31,569.05	\$94,707.15	\$378,828.60
	Third	22,866		\$16.60		\$31,631.30	\$94,893.90	\$379,575.60
	Fourth	22,711		\$16.60		\$31,416.88	\$94,250.64	\$377,002.56
	Fifth	22,936		\$16.60		\$31,728.13	\$95,184.39	\$380,737.56
	Sixth	23,278		\$16.60		\$32,201.23	\$96,603.69	\$386,414.76
	Seventh	23,253		\$16.60		\$32,166.65	\$96,499.95	\$385,999.80
	Eighth	23,127		\$16.60		\$31,992.35	\$95,977.05	\$383,908.20
<b>TOTAL</b>		<b>253,312</b>	<b>2,238</b>			<b>\$351,627.17</b>	<b>\$1,054,881.51</b>	<b>\$4,219,526.04</b>

4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.

5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By Susan T. Estes  
REAL ESTATE AND CONSTRUCTION SERVICES  
AUG 15 2013  
Date \_\_\_\_\_

LESSEE:  
TRANSPORTATION

By Susan Stein  
Title Division Director  
Date 8-13-13

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
PLANT MANAGEMENT DIVISION

By Ka-Suey  
Title Bus Operations Mgr  
Date 7-15-13

STATE ENCUMBRANCE VERIFICATION

*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By Karen Peters  
Date 8-7-2013  
Contract No. 66817 P.O. 3-14220

Minnesota Department of Transportation  
Contract Management Section, Office of Administration

By [Signature]  
Title Min/DOT Contracts Administrator  
Date 8-13-2013

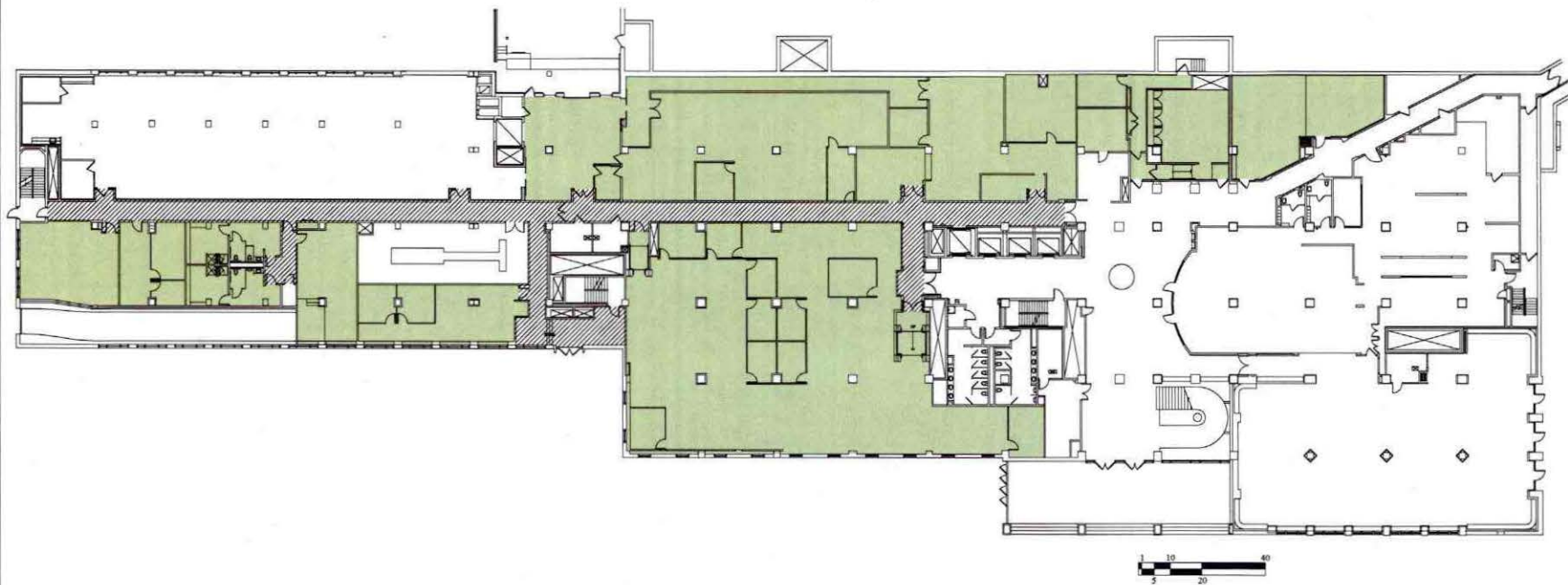


25,668 Sq. Ft. Office  
2,238 Sq. Ft. Storage





# EXHIBIT A



## Department - Division

Department of Transportation

19,980 Sq. Ft. Office

2,376 Sq. Ft. Prorated Portion of Shared Space



## State of Minnesota

Department  
of  
Administration  
  
Real Estate and  
Construction  
Services

Transportation  
Building  
  
310105

### Notes / Remarks

FY12-FY13 Lease Renewal  
5/1/2011

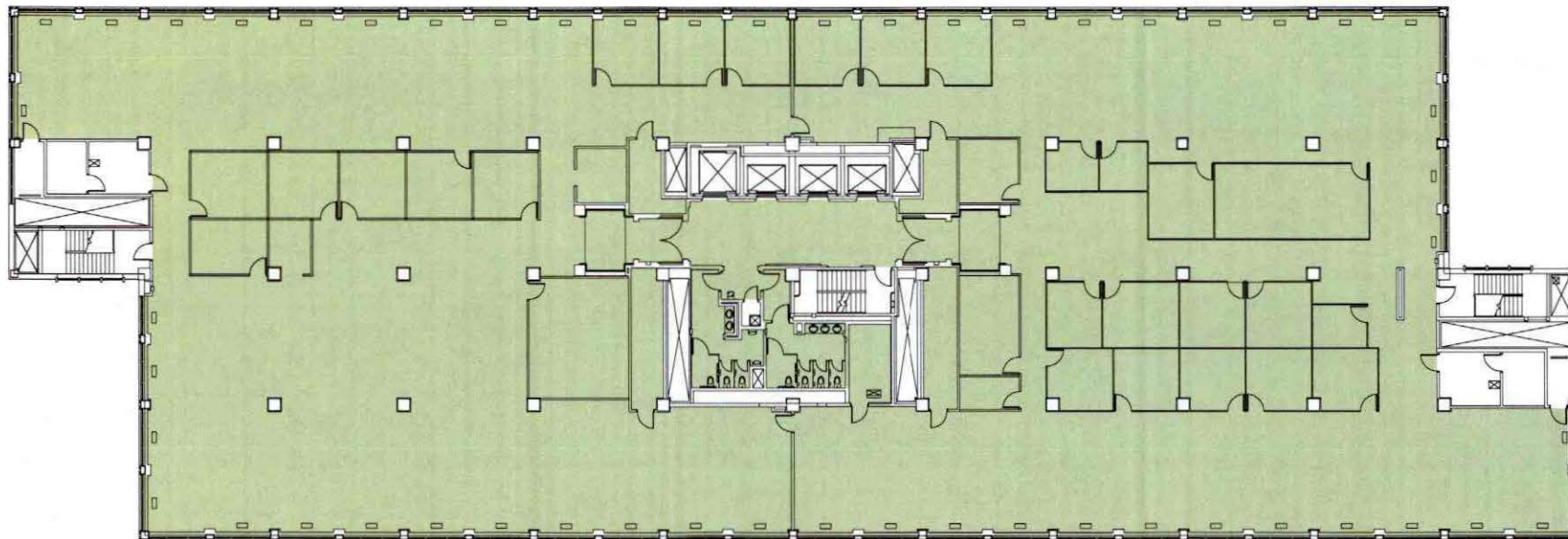
Ground Floor

G0231010562-GR

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:



# EXHIBIT A



Department - Division  
Department of Transportation  
22,821 Sq. Ft. Office



State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks

FY12-FY13 Lease Renewal  
5/1/2011

Second Floor

G0231010562-02

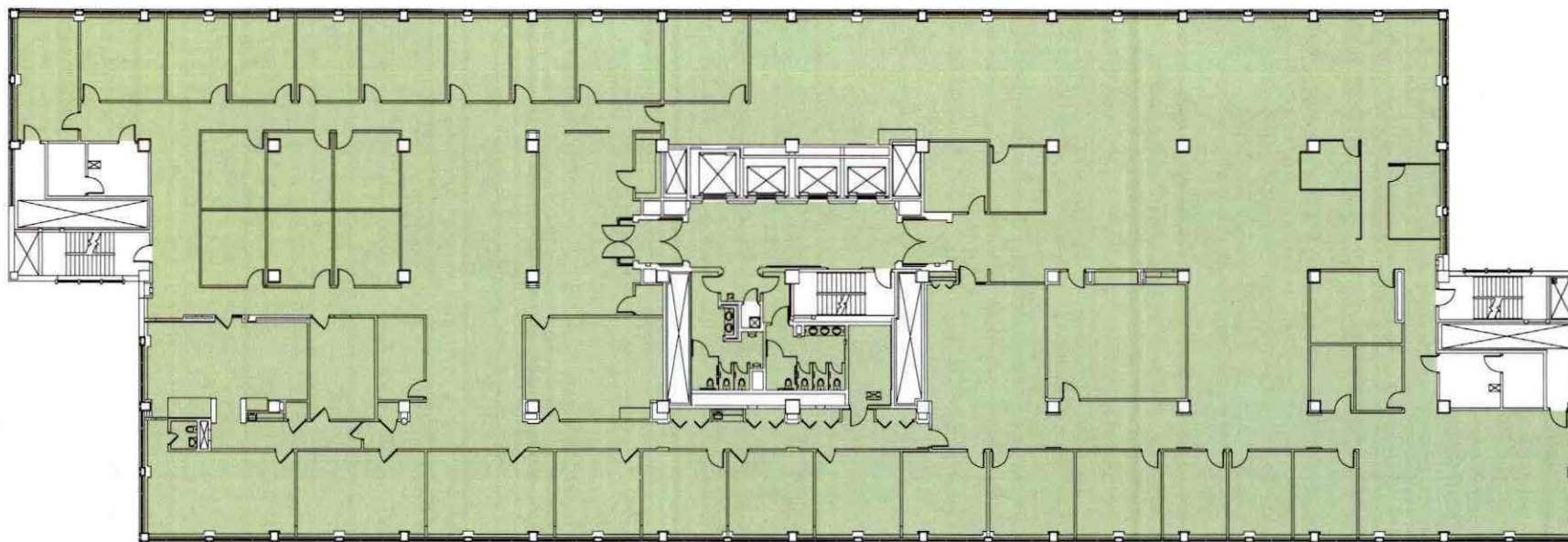
Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:



11



# EXHIBIT A



Department - Division

Department of Transportation

22,711 Sq. Ft. Office



State  
of  
Minnesota

Department  
of  
Administration

Real Estate and  
Construction  
Services

Transportation  
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal  
5/1/2011

Fourth Floor

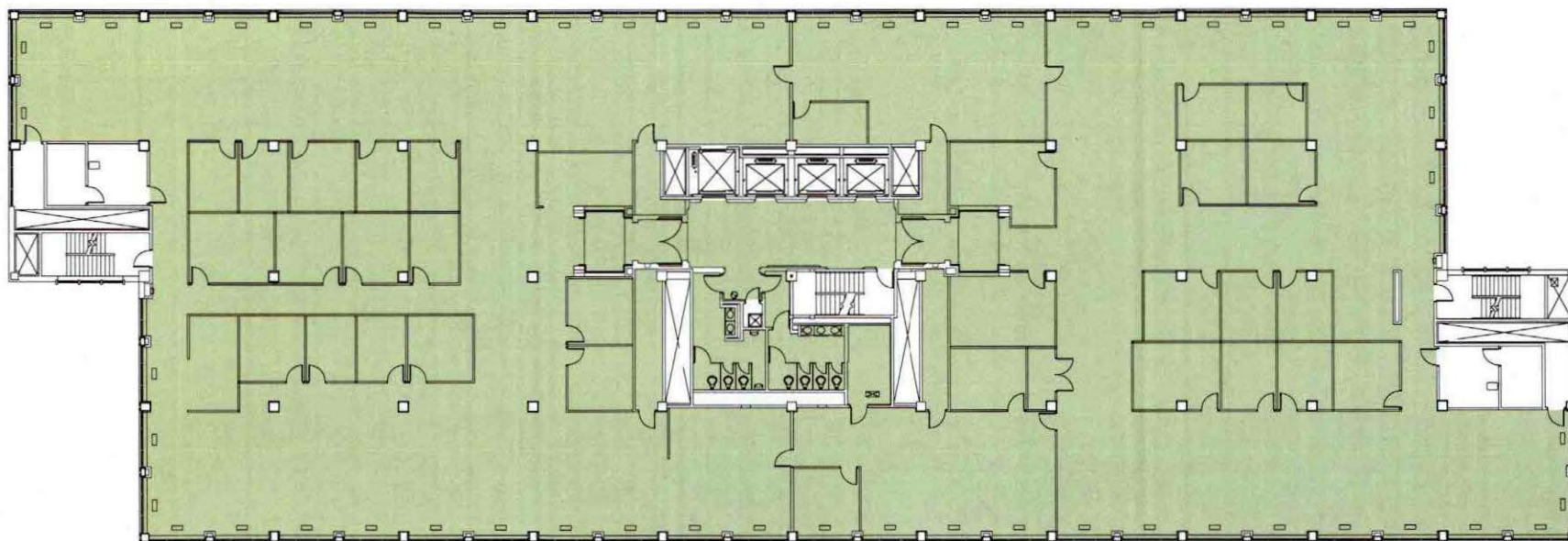
G0231010562-04

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

# EXHIBIT A



Department - Division  
 Department of Transportation  
 22,936 Sq. Ft. Office



State  
 of  
 Minnesota

Department  
 of  
 Administration

Real Estate and  
 Construction  
 Services

Transportation  
 Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal  
 5/1/2011

Fifth Floor

G0231010562-05

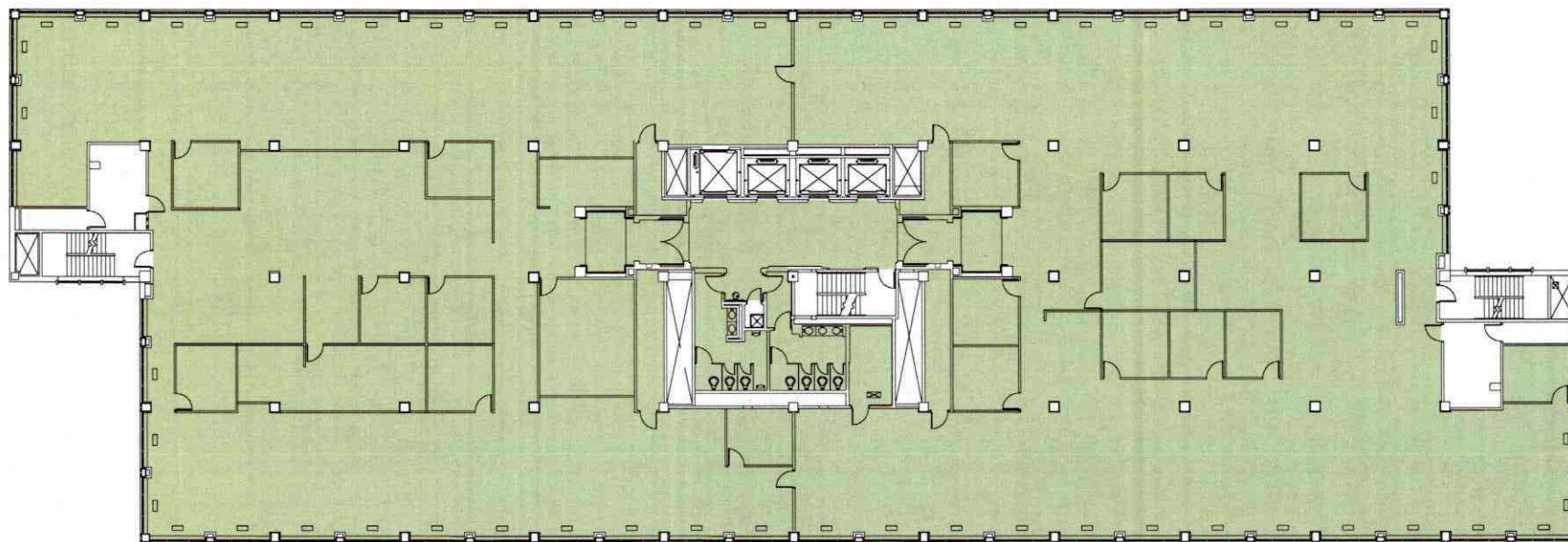
Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:



# EXHIBIT A



Department - Division  
 Department of Transportation  
 23,278 Sq. Ft. Office



State  
 of  
 Minnesota

Department  
 of  
 Administration  
 Real Estate and  
 Construction  
 Services

Transportation  
 Building  
 310105

Notes / Remarks

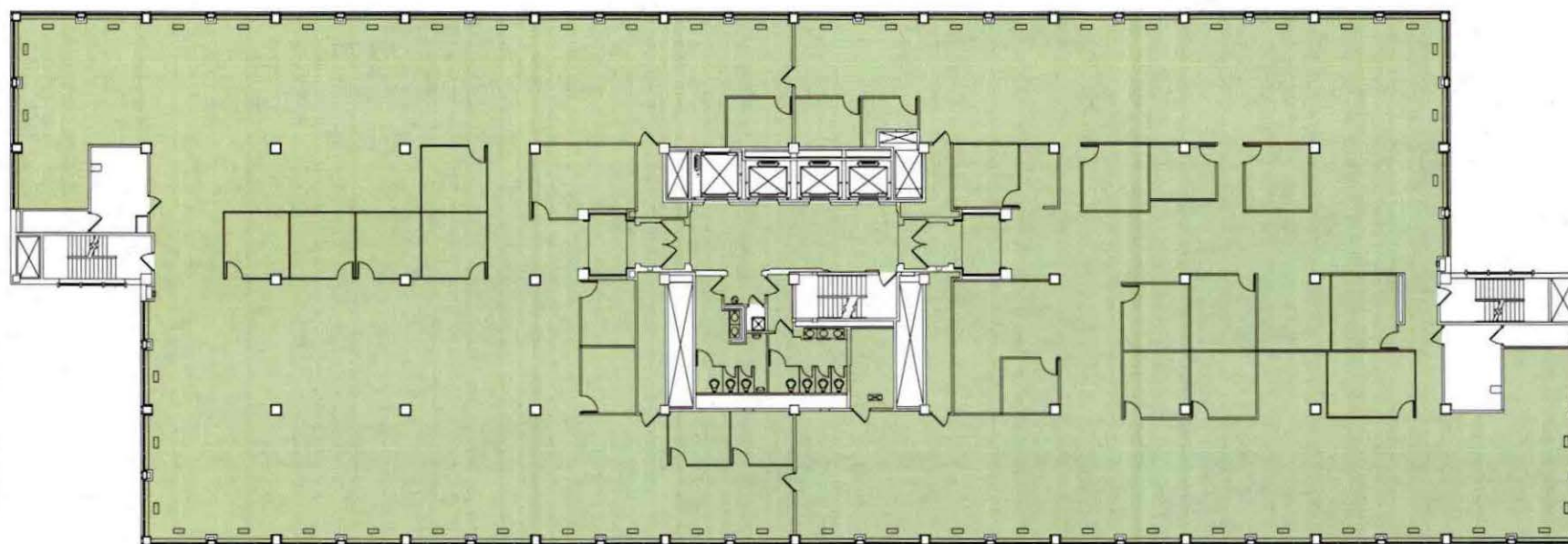
FY12-FY13 Lease Renewal  
 5/1/2011

Sixth Floor

G0231010562-06

Drawn By: J. Prokash  
 Checked By: C. Bergstrom  
 Approved By:

# EXHIBIT A



Department - Division  
Department of Transportation  
23,253 Sq. Ft. Office



State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks

FY12-FY13 Lease Renewal  
5/1/2011

Seventh Floor

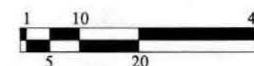
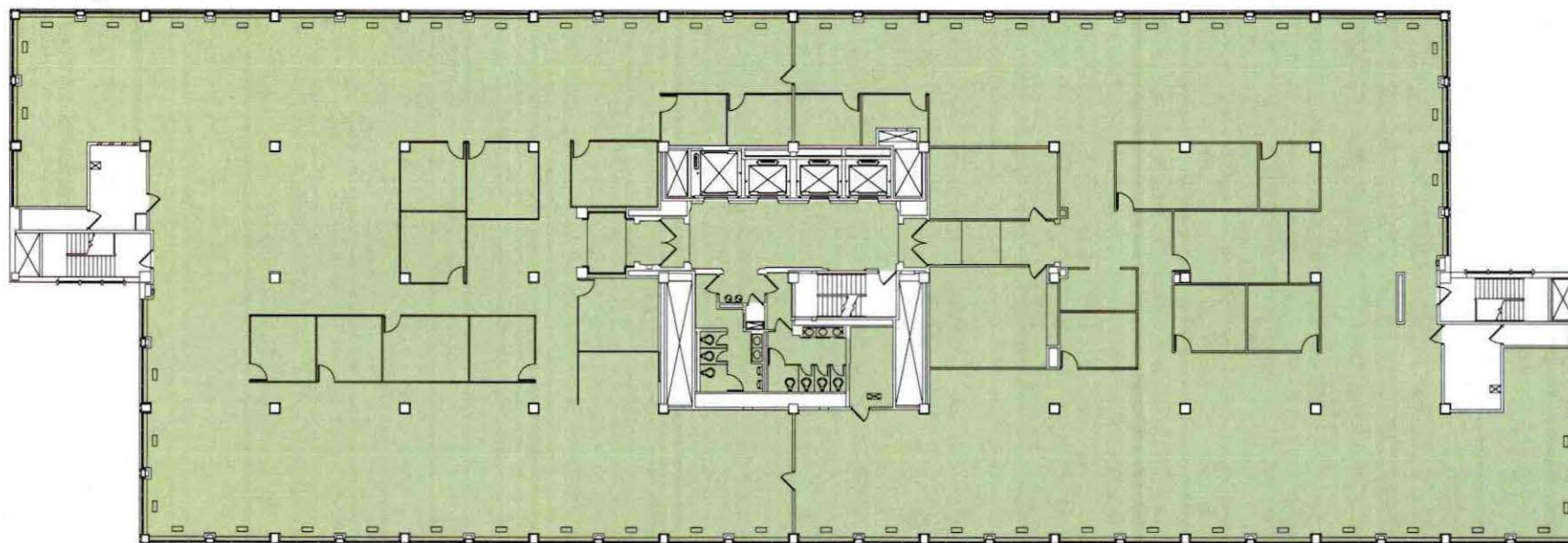
G0231010562-07

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

# EXHIBIT A



Department - Division  
Department of Transportation  
23,127 Sq. Ft. Office



State  
of  
Minnesota

Department  
of  
Administration

Real Estate and  
Construction  
Services

Transportation  
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal  
5/1/2011

Eighth Floor

G0231010562-08

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:



## **I. DUTIES OF LESSOR**

A. The Department of Administration, **Plant Management Division** (hereinafter referred to as LESSOR) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

1. **BUILDING MANAGEMENT SERVICES** LESSOR shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality (), general office recycling, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. Contact 651.201.2300 or check website: [www.admin.state.mn.us/pmd](http://www.admin.state.mn.us/pmd) for more information.

**a. Construction, Remodeling and Renovation Work**

- (i) LESSOR shall inform LESSEE in advance and in writing of construction, remodeling or renovation work being initiated or coordinated by LESSOR in the building.
- (ii) LESSOR shall communicate and coordinate LESSEE initiated work with the Department of Administration's Division of Real Estate and Construction Services (RECS) and other building tenants.

- b. Carpet Replacement** LESSOR shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet will be repaired or replaced at discretion of LESSOR. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LESSOR. Selection by LESSEE shall be made from LESSOR sample selections. If LESSEE desires any carpet and LESSOR does not have funding available, LESSOR will contract, install and invoice LESSEE. Colors and quality selection must be approved in advance and in writing by LESSOR to ensure durability, maintainability and uniformity.

- c. Interior Decoration** LESSOR shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LESSOR financial obligation not to exceed contract amount. Selection shall be made by LESSEE from LESSOR sample selections. If LESSEE desires a different type of wall treatment or a different quality of paint, LESSOR will contract and invoice LESSEE. LESSOR shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability, design integrity, and uniformity.

- d. Window Treatments** LESSOR shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LESSOR. Exterior window treatments will be selected from the State Contract. If LESSEE chooses to select a different exterior window treatment that is not under State Contract, LESSEE shall pay the portion above the State Contract rate. If LESSEE desires a different type of window treatment, LESSOR will contract and invoice the LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of LESSEE and any related costs shall be borne by LESSEE.

- e. Ceiling Tiles** LESSOR shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of LESSOR.

- f. Rental Space** To make rental space suitable for offices, LESSOR shall perform interior decorating according to the schedules outlined above. LESSOR shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LESSOR. LESSOR shall not fund accommodations or changes to rental space in order to meet specialized needs of LESSEE.

**NOTE:** The above terms and conditions in items a-f apply only when funding has not been appropriated for this purpose.

- g. Mechanical/Operating Systems and Equipment Repair/Replacement Services** LESSOR shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are LESSOR-owned and under LESSOR'S custodial control.

## **EXHIBIT B**



- h. Grounds Maintenance Services** LESSOR shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe access and egress. This shall include the following:

  - (i) Every reasonable effort will be made to ensure snow and ice is cleared during normal building operating hours.
  - (ii) Exterior maintenance of turf, shrubs, trees and plants.
  - (iii) Cleaning and removal of debris.
- i. Integrated Pest Management Services** LESSOR shall provide an integrated pest management program for control of rodents and insects within the building.
- j. Keys** All keys for space in state-owned buildings under the custodial control of LESSOR must be provided by LESSOR. LESSOR shall allot a maximum of two (2) keys for each door within the Leased Premises. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.
- k. Security Services** In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain the exterior emergency call stations and those located in the tunnel system.
- l. Signage** LESSOR shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LESSOR'S discretion.
- m. Communication**

  - (i) LESSOR'S Building Manager or designee shall coordinate with LESSEE'S key contact person on any work scheduled in a building which could affect building operations.
  - (ii) LESSOR shall provide notice of these events and LESSEE shall provide communication to tenants. Reasonable coordination efforts shall be made by LESSOR with LESSEE'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. Insurance** LESSOR insures the building structure only, the contents within are the responsibility of the LESSEE.
- o. Fire Detection, Alarm and Suppression Systems** LESSOR shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements.
- p. Use of Space** LESSOR shall lock and secure all LESSOR'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms.
- q. Solid Waste** Remove solid waste from buildings on a daily basis.

## **2. UTILITY SERVICES**

- a. Heating** LESSOR shall provide the Leased Premises with heating facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR may provide LESSEE with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:

  - (i) From October 1 through April 30, minimum temperatures shall be maintained
    - (a) Between 68° F to 70° F for all occupied areas.
    - (b) Between 65° F to 67° F for all lobbies, corridors and restrooms.
    - (c) Between 60° F to 62° F for all building entrances and storage areas.
    - (d) Temperature settings for all of the above referenced spaces will be lowered to between 60° F and 62° F during non-working hours.
    - (e) At a maximum of 55° F for all unoccupied and all vacated spaces.



- (ii) LESSOR shall establish the area operating temperatures as follows:
  - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
  - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
- (iii) Unless established to the contrary through a pre-approved interagency agreement, heating systems are set to operate as defined above. Building heating systems are not intended to be used for heating areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional heating beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR based on hot water and electric usage for the extended hours of operation.
- b. **Cooling** LESSOR shall provide the Leased Premises with cooling facilities for occupied areas of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices, such as the opening or closing of window treatments, doors and vents within the Leased Premises. LESSOR may provide LESSEE with instructions defining said optimal use. For purposes hereof, the committed ranges of temperature are as follows:
  - (i) From May 1 through September 30, maximum temperatures shall be maintained
    - (a) Between 76° F to 78° F for all occupied areas excluding reheat systems.
    - (b) Temperature settings for all of the above referenced spaces will be increased to 85° F during non-working hours.
    - (c) Computer rooms and research facility temperatures will be maintained in accordance with the operating requirements of the equipment/research procedures.
  - (ii) LESSOR shall establish the area operating temperatures as follows:
    - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
    - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
  - (iii) Unless established to the contrary through a pre-approved interagency agreement, cooling systems are set to operate as defined above. Building cooling systems are not intended to be used for cooling areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR based on chilled water and electrical usage for the extended hours of operation.
- c. **Water/Sewage** LESSOR shall provide the Leased Premises with adequate water and sewage facilities of a design capacity sufficient to serve the Leased Premises.
- d. **Ventilation** LESSOR shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62.1- 2010. All supply air shall be filtered in accordance with ASHRAE Standard 52.2- 2007 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LESSOR as required by the application and the needs of the system. Unless established to the contrary through a pre-approved interagency agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. **Electrical**
  - (i) LESSOR shall provide the Leased Premises with electrical infrastructure of a design capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LESSOR. LESSEE-owned equipment, purchased and installed by LESSEE, or purchased and installed on behalf of LESSEE through a major construction or renovation project and/or LESSEE'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of LESSEE at LESSEE'S cost. All LESSEE equipment installation to be approved in accordance with the provisions of this lease with LESSOR to ensure proper installation of powered equipment... LESSEE shall be billed by LESSOR on a fee-for-service basis based on actual electrical usage for the extended hours of operation or specialized use.



- (ii) LESSOR shall provide electric power for LESSEE. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LESSOR cannot guarantee continuous availability. If LESSEE has a need for continuous, uninterruptible, or specific power quality needs, it shall be LESSEE'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LESSOR.
- (iii) The LESSOR is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the LESSEE, the LESSOR will schedule work during "off hours", nights and weekends in an effort to minimize disruption to LESSEE activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LESSOR reserves the right to interrupt electrical services as required during normal business hours.
- (iv) For non-scheduled power outages, every effort shall be made by LESSOR to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

### 3. RECYCLING, REUSE AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LESSOR shall provide space for recyclable materials.
- b. LESSOR shall provide general recycling services including transporting recycling barrels provided by LESSEE from the Leased Premises to a holding area. If shipping containers are provided by LESSEE, empty the recycling barrels into the shipping containers and return said recycling barrels to the Leased Premises.
- c. LESSOR is not responsible for confidential recycling.

### 4. JANITORIAL SERVICES The following janitorial services shall be provided by LESSOR:

#### a. Office Cleaning

- |              |  |
|--------------|--|
| Daily:       | Empty trash receptacles; replace liners, as necessary.<br>Vacuum carpeted main traffic aisles, moving furniture, as necessary.<br>Return furniture to original position.<br>Pick up litter in remainder of other carpeted areas.<br>Spot clean carpeting.<br>Spot clean partitions/door glass. |
| Weekly:      | Vacuum carpeted areas.<br>Dust mop hard surface main traffic aisles.<br>Dust exposed areas on desks/credenzas/work surfaces.<br>Dust mop hard surface areas.<br>Wet mop hard surface areas.<br>Detail dust accessible furniture.<br>Dust windowsills, radiators, etc. (below 6 feet).          |
| Monthly:     | Spot clean walls and doors.  |
| Semi-Annual: | Clean door frames.<br>Dust accessible exterior window blinds, where applicable.<br>Clean ceiling vents (under 12 feet).<br>Clean-carpeted traffic aisles.  |
| Annually:    | Clean carpet. May be extraction, tip cleaning or rotary shampooing.  |
| As Needed:   | Empty recyclable materials from intermediary containers and coordinate material pick up.   |

NOTE: Detail dusting in an office setting shall be done only in accessible areas. LESSOR shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

**b. Lobby/Entrance Cleaning**

- Daily: Empty/spot clean trash receptacles.  
Sweep hard surface floors.  
Wet mop hard surface floors.  
Clean walk off mats.  
Clean door glass; spot clean adjacent glass.  
Vacuum carpet.  
Clean entire interior and exterior of elevators.  
Sweep/vacuum/wet mop open stairways.  
Clean/sanitize public pay telephones.  
Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.  
Spot clean plate glass windows.  
Clean and polish stairway handrails.  
Clean thresholds.  
Check/arrange and spot clean public area furniture.  
Clean kick plates and door frames.  
Spot clean walls
- As Needed: Scrub and coat hard surface floors.  
Strip, seal and finish hard surface floors.  
Buff/burnish accessible hard surface floors.  
Clean carpet.

**c. Hard Surface Floor Care – Common Areas**

- Daily: Dust mop wall to wall.  
Spot mop spills/splashes.
- Weekly: Wet mop/auto scrub floor surfaces.  
Buff/burnish floors.
- As Needed: Heavy scrub and recoat floor finish.  
Strip, seal and finish hard surface floors.

**d. Hard Surface Floor Care – Work Areas**

- Daily: Dust accessible areas.  
Wet mop other areas.
- Weekly: Dust mop wall to wall.  
Wet mop/auto scrub wall to wall.  
Buff/burnish accessible floor areas.
- As Needed: Heavy scrub and recoat floors.  
Strip, seal and finish.

**e. Restroom Cleaning**

- Daily: Check, resupply stock.  
Clean stock dispenser.  
Empty trash, including sanitary disposal units; clean receptacles.  
Clean and sanitize toilets, urinals, sinks and countertops.  
Clean stainless steel and chrome.  
Wet mop floor with sanitizing detergent.  
Clean **mirrors**.  
Spot clean doors, both sides.  
Spot clean walls with special emphasis around dispensers, sinks and urinals.
- Monthly: Machine scrub floors.  
Sanitize waste receptacles.
- Semi Annually: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.



**f. Shower room/stall cleaning**

- Daily: Inspect, touchup and wipe down fixtures. Remove hair and other debris on finishes and fixtures.
- Weekly: Power wash shower room walls and floors with disinfectant cleaner. Clean and disinfect all shower room fixtures.

**g. Miscellaneous Cleaning**

- Daily: Sanitize drinking fountains.  
Spot check interior stairwells.  
Remove unapproved posters or outdated posters/bulletins.
- Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.
- As Needed: Wet mop hard surface stairwell risers and landings.  
Clean ceiling light diffusers and exhaust fans in elevator cars.  
Clean janitorial closets.  
Dust stairwell railings.  
Vacuum upholstered furniture.

**B. The Department of Administration, Real Estate and Construction Services (RECS) shall be responsible for:**

1. Allocation and inventory of state-owned space under the custodial control of the Plant Management Division.
2. Preparation and processing of lease documents.

**II. DUTIES OF LESSEE**

**A. TRANSFERABILITY** LESSEE shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

**B. DESIGNATED STAFF PERSON** LESSEE agrees to designate a key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LESSOR'S Building Manager. This will include but not be limited to building surveys, LESSOR initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LESSOR on postings of work which may affect the building tenants or building operations.

**C. RECYCLING, REUSE AND SUSTAINABILITY**

1. General Recycling Services – LESSEE agrees to:
  - a. Ensure LESSEE'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with the 60% recycling goal in Minn. Stat. §115A.15. Education should be provided and barriers to recycling should be addressed.
  - b. Ensure shipments of recyclables do not contain contaminating materials.
  - c. Use recycling containers and equipment only for designated recycling purposes.
  - d. Direct recycling questions and general waste reduction and recycling needs to LESSOR'S Building Manager or designee.
  - e. Recycling of confidential materials.
  - f. Transfer of recycling materials from desk side containers to intermediary containers.

**D. HAZARDOUS WASTE**

1. If LESSEE is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LESSOR with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. LESSEE shall also provide LESSOR with a copy of its annual Hazardous Waste Report each year thereafter.

2. If LESSEE is recycling hazardous waste under a local jurisdiction's special waste pilot project guidelines, it shall provide LESSOR documentation of such action including the type of wastes, approximate quantities and means and places of LESSEE'S recycling.
3. In the event LESSEE vacates Leased Premises, LESSEE shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by LESSEE to LESSOR no later than thirty (30) days from the date LESSEE vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by LESSEE at LESSEE'S expense.

**E. ELECTRONIC DEVICES AND FURNITURE** LESSEE is responsible for agency owned equipment, appliances, and office furniture, and must be disposed of at LESSEE'S expense.

**F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES**

Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LESSOR, 2. Utility Services, parts a & b).

1. LESSEE agrees to observe reasonable precautions to prevent waste and conserve energy and natural resources by use of settings as determined by LESSOR for thermostats, vents, appliances, lights and climate control devices such as window treatments. LESSOR may provide LESSEE with instructions defining said optimal use.
2. LESSEE shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LESSOR to be beyond those provided for in this agreement, either during or outside normal building operating hours.
3. LESSOR will measure utility usage in appropriate units and charge LESSEE for the cost per unit of the utility. LESSEE shall promptly reimburse LESSOR upon receipt of invoice for utility services.

**G. USE OF SPACE**

1. LESSEE agrees not to use the Leased Premises in any way which, in the judgment and discretion of LESSOR, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall LESSEE use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
2. LESSEE agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LESSOR as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by LESSEE, LESSEE shall contact 651.201.2300 to request access.
3. LESSEE agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.
4. LESSEE agrees to consider conference rooms not leased as part of the Leased Premises and under the custodial control of LESSOR, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales.
5. LESSEE agrees to receive all goods delivered to the building related to LESSEE or Leased Premises at the loading dock and LESSEE shall be responsible for the safe-guarding and security of these delivered goods. LESSEE agrees that, at no time, shall LESSOR be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.
6. LESSEE agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.



#### **H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

1. LESSEE-owned program equipment purchased and installed by LESSEE or purchased and installed on behalf of LESSEE through a major construction or renovation project that is related to LESSEE'S programs or operation shall be the responsibility of LESSEE to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from LESSEE'S equipment shall be remedied by LESSEE at LESSEE'S expense. At the discretion of LESSOR, any of LESSEE equipment shall be removed at the time LESSEE vacates the Leased Premises and the Leased Premises shall be returned to its original condition at LESSEE'S expense. LESSOR may, at its discretion, following the execution of an interagency agreement, be contracted to maintain, service, repair and replace such LESSEE'S equipment at LESSEE'S cost on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity.
2. Specialized fire suppression systems supporting LESSEE-owned equipment shall be the responsibility of LESSEE to maintain, repair, replace and inspect per local jurisdiction requirements. LESSEE may contract with LESSOR for maintenance, repair and inspection services of LESSEE'S equipment at LESSEE'S cost on a fee for services basis through LESSOR'S Repair and Other Jobs activity. If LESSEE chooses to contract separately, LESSEE must provide inspection report as required.
3. LESSEE to ensure owned equipment such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum advantage of outside cooling.

I. **LESSEE OWNED AND FURNISHED EQUIPMENT** All LESSEE owned and furnished equipment shall be LESSEE responsibility to maintain, repair and inspect. LESSEE is responsible for any repairs to the building and building components resulting from LESSEE owned equipment failure.

J. **KEYS** Additional keys needed by LESSEE beyond those provided by LESSOR shall be obtained from LESSOR on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.

K. **SECURITY SERVICES** LESSEE shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.

L. **SIGNAGE** Identification of space within leased premises is the responsibility of the LESSEE.

M. **BUILDING MANAGEMENT SERVICES** LESSEE will pay all invoices regarding:

1. CARPET. If LESSEE desires any carpet and LESSOR does not have funding available or does not agree carpet has reached the end of useful life, LESSOR will contract, install and invoice LESSEE.
2. INTERIOR DECORATION. If LESSEE desires a different type of wall treatment, different quality of paint or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.
3. WINDOW TREATMENTS. If LESSEE desires a different type of window treatment or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.

N. **COMMUNICATION** LESSEE shall submit LESSEE initiated building postings to LESSOR'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

#### **O. MODIFICATIONS TO LEASED SPACE**

1. LESSEE shall contact LESSOR to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, modular furniture, security systems and communications/data cabling. Detailed plans for all such work shall be developed and approved by LESSOR or their designee. Implementation of the work shall be performed either by:
  - a. Licensed contractor, as authorized by LESSOR, under contract with the LESSOR.
  - b. Licensed contractor, as authorized by LESSOR, under contract with LESSEE. Such contracts must be approved by LESSOR prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

2. At the time LESSEE vacates the Leased Premises, LESSEE shall, at LESSOR'S option be responsible for restoration of the Leased Premises which have been modified by the LESSEE since July 1, 2009. The Leased Premises shall be returned to its original condition by LESSOR at LESSEE'S expense.

P. **PERSONAL PROPERTY** UL certified appliances such as, but limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LESSOR. Personal items such as space heaters, bicycles, segways or animals (including pets), are not allowed inside LESSOR managed facilities.

Q. **PLANTS** LESSEE shall ensure that all plants are properly maintained. LESSEE will be responsible for any damages as a result of plants.



# STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

MnDOT Contract No. Lease # 807

Federal Project No.

State Project No.

<b>CONTRACT TYPE</b> <input type="checkbox"/> Annual Plan Agreement (APK) <input type="checkbox"/> Work Order Contract (MWK) • TNumber: _____ • SC #: _____ <input type="checkbox"/> Interagency Agreement (IAK) <input type="checkbox"/> Other Contract Type (PTK)	<b>State Accounting Information</b> <b>SWIFT Contract (SC) ID #:</b> 66817 <b>Purchase Order (PO) ID #:</b> 3 - 140220 <b>Encumbered By:</b> Kara Parsons <b>Date:</b> 8-7-2013	<b>AMENDMENT INFORMATION</b> Amendment: <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes: <input type="checkbox"/> Change to Expiration Date <input type="checkbox"/> Change to Total Contract Amount: Amendment Amount: \$ _____
---	---	---

<b>Agency:</b> Transportation	<b>Fiscal Year:</b> 2014	<b>Vendor ID:</b> Minnesota Dept of Administration
<b>Total Contract Amount:</b> \$4,219,526.04		<b>Amount of Contract for Current FY:</b> \$4,219,526.04

Accounting Line 1:	Accounting Line 2:	Accounting Line 3:
Fund Code: <b>1000</b>	Fund Code: <b>2700</b>	Fund Code: <b>2700</b>
Approp ID: <b>T790007</b>	Approp ID: <b>T7900659</b>	Approp ID: <b>T7900659</b>
FinDept ID: <b>T7932572</b>	FinDept ID: <b>T7932573</b>	FinDept ID: <b>T79325IT</b>
Category: <b>80131502</b>	Category: <b>80131502</b>	Category: <b>80131502</b>
Account: <b>411001</b>	Account: <b>411001</b>	Account: <b>411001</b>
Project: <b>TB92022</b>	Project: <b>TB92022</b>	Project: <b>TB92022</b>
Source Type: <b>3460</b>	Source Type: <b>3460</b>	Source Type: <b>3460</b>
Amount to Encumber: <b>\$ 54,000</b>	Amount to Encumber: <b>\$ 3,760,403.04</b>	Amount to Encumber: <b>\$ 405,123</b>

<b>Contract Start Date:</b> Upon Execution	<b>Contract Expiration Date:</b>	<b>Contract Administrator / Phone No:</b>
<b>Allocation:</b>	<b>Work Type:</b>	<b>Contractor Name:</b>

From IT spend Master 2013 Summary - Department Summary  
 Tom Visley  
 email 7/26/13

**OITS Space - DOT**

**First Floor**

Room 130	12,990
Room 123	2,100
Room 120S - Consultants	760
	<hr/> 15,850

**Basement**

Room B8	2,765
Room B6 - Storage/Setup	1,135
Room B6 - NOC Equipment	3,270
Room 40 - NOC Equipment	740
Room B27 - Storage/Setup	645
	<hr/> 8,555

**TOTAL**

$$24,405 \times 16.60 = 405,123$$

Storage/Setup 1,780 x 6.50 = 11,570  
 Office 22,625 x 16.60 = 375,575  
~~387,145~~



DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Transportation	
BUILDING NAME/ADDRESS Transportation Building, 395 John Ireland Boulevard	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand three hundred sixteen (255,316) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,749	Office
Ground	2,373	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,127	Office
TOTAL	255,316	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2015 and continuing through June 30, 2017.

3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 16	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/15- 6/30/16	Basement	25,668		\$17.50		\$37,432.50	\$112,297.50	\$449,190.00
	Basement		2,238		\$7.00	\$1,305.50	\$3,916.50	\$15,666.00
	Ground	22,122		\$17.50		\$32,261.25	\$96,783.75	\$387,135.00
	First	44,296		\$17.50		\$64,598.33	\$193,794.99	\$775,179.96
	Second	22,821		\$17.50		\$33,280.63	\$99,841.89	\$399,367.56
	Third	22,866		\$17.50		\$33,346.25	\$100,038.75	\$400,155.00
	Fourth	22,711		\$17.50		\$33,120.21	\$99,360.63	\$397,442.52
	Fifth	22,936		\$17.50		\$33,448.33	\$100,344.99	\$401,379.96
	Sixth	23,278		\$17.50		\$33,947.08	\$101,841.24	\$407,364.96
	Seventh	23,253		\$17.50		\$33,910.63	\$101,731.89	\$406,927.56
	Eighth	23,127		\$17.50		\$33,726.88	\$101,180.64	\$404,722.56
TOTAL		253,078	2,238			\$370,377.59	\$1,111,132.77	\$4,444,531.08

FY: 17	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/16 - 6/30/17	Basement	25,668		\$18.40		\$39,357.60	\$118,072.80	\$472,291.20
	Basement		2,238		\$7.00	\$1,305.50	\$3,916.50	\$15,666.00
	Ground	22,122		\$18.40		\$33,920.40	\$101,761.20	\$407,044.80
	First	44,296		\$18.40		\$67,920.53	\$203,761.59	\$815,046.36
	Second	22,821		\$18.40		\$34,992.20	\$104,976.60	\$419,906.40
	Third	22,866		\$18.40		\$35,061.20	\$105,183.60	\$420,734.40
	Fourth	22,711		\$18.40		\$34,823.53	\$104,470.59	\$417,882.36
	Fifth	22,936		\$18.40		\$35,168.53	\$105,505.59	\$422,022.36
	Sixth	23,278		\$18.40		\$35,692.93	\$107,078.79	\$428,315.16
	Seventh	23,253		\$18.40		\$35,654.60	\$106,963.80	\$427,855.20
	Eighth	23,127		\$18.40		\$35,461.40	\$106,384.20	\$425,536.80
TOTAL		253,078	2,238			\$389,358.42	\$1,168,075.26	\$4,672,301.04



4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.

5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:

STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By Susan T. Eites  
REAL ESTATE AND CONSTRUCTION SERVICES

Date SEP 23 2015

LESSEE:

TRANSPORTATION

By Jan Johansen  
Title Director, Support Services

Date 9/11/2015

APPROVED:

STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
PLANT MANAGEMENT DIVISION

By Ken Seedy  
Title Bus Operations Mgr

Date 8.25.15

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By Charles Gillingham  
Date 9/11/2015

Contract No. 3000261801

Minnesota Department of Transportation  
Contract Management

By: Nyssa Daulton  
Date: 9/21/15



State of Minnesota  
Department of Administration  
Real Estate and Construction Services

Transportation Building  
310105

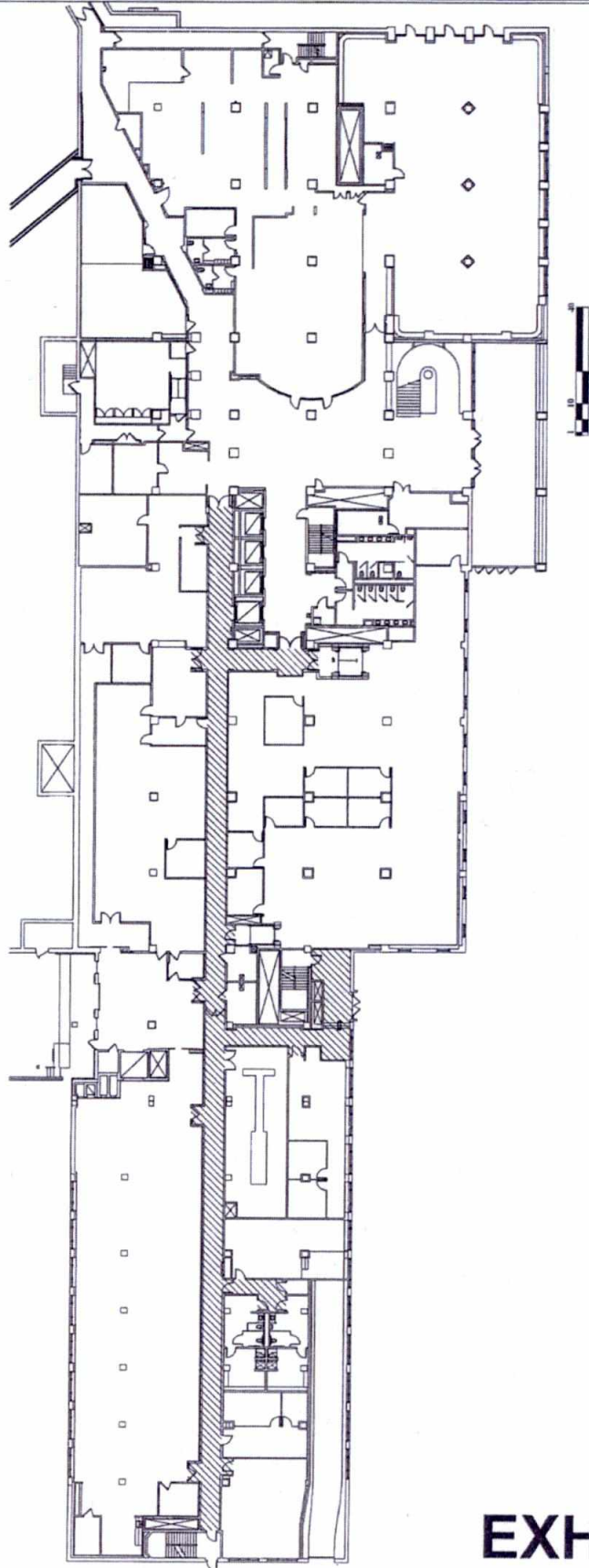
Notes / Remarks  
EX16-17 Lease Renewal  
9/1/2015

MnDOT Contract # 1001209A03

Ground Floor  
G00318-16-002-QR

Drawn By: J. Smith  
Checked By: C. Peterson  
Approved By:

1 of 1



- Department - Division  
Department of Transportation
- 19,749 Sq. Ft. Office
  - 2,373 Sq. Ft. Prorated Portion of Shared Space

EXHIBIT A



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks  
EXHIBIT 1 - Lease Renewal  
5/1/2015

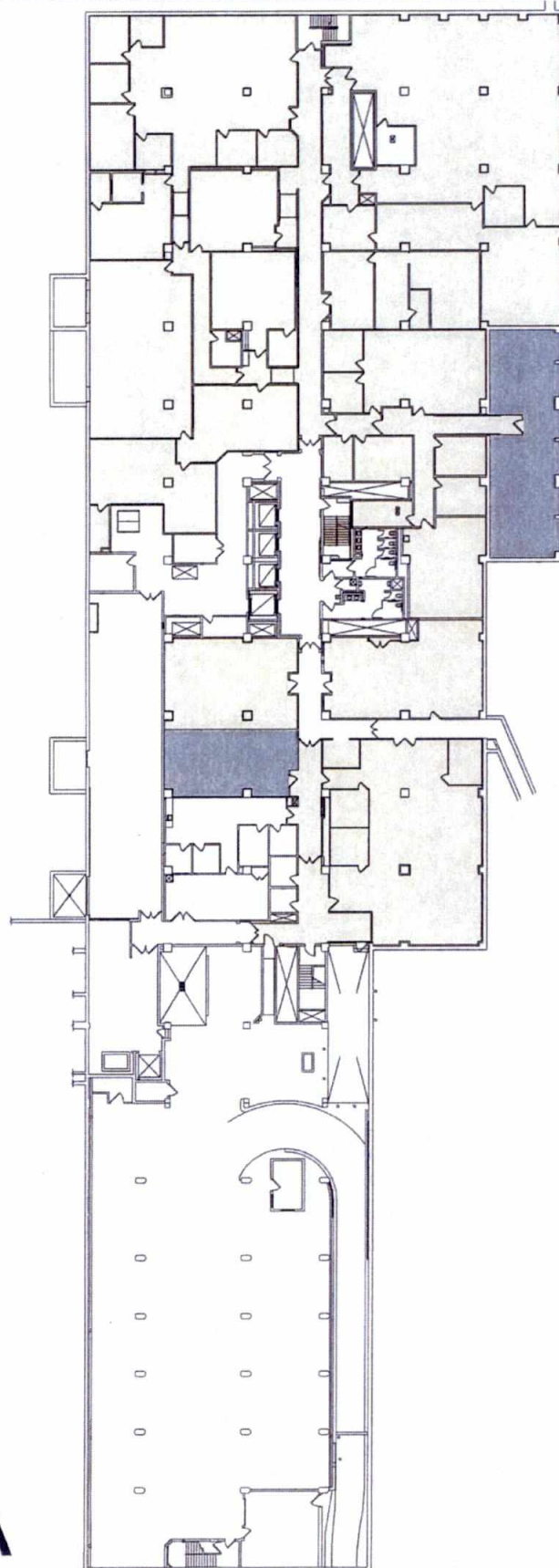
MnDOT Contract # 1001209A03

Basement  
00230562.1.L

Drawn By: J. J. Smith  
Checked By: J. J. Smith  
Approved By: J. J. Smith

2013

# EXHIBIT A



Department - Division  
Department of Transportation  
25,668 Sq. Ft. Office  
2,238 Sq. Ft. Storage

Page 3 of 13 Intentionally left blank





State  
of  
Minnesota

Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

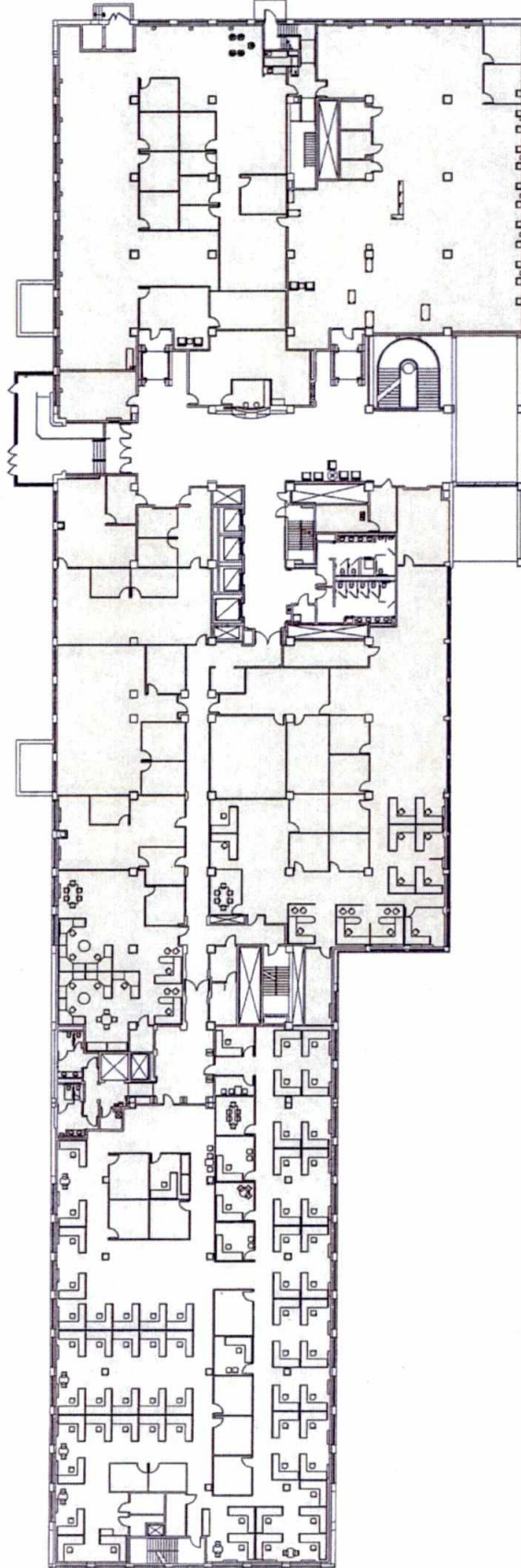
Notes / Remarks  
EX-16-FIT Lease Renewal  
5/1/2015

MnDOT Contract # 1001209A03

First Floor  
C0310105/02-01

Drawn By: J. Smith  
Checked By: C. Bergstrom  
Approved By:

4 of 13



Department - Division  
Department of Transportation  
44,296 Sq. Ft. Office

EXHIBIT A





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks  
FY16/FY17 Lease Renewal  
3/1/2015

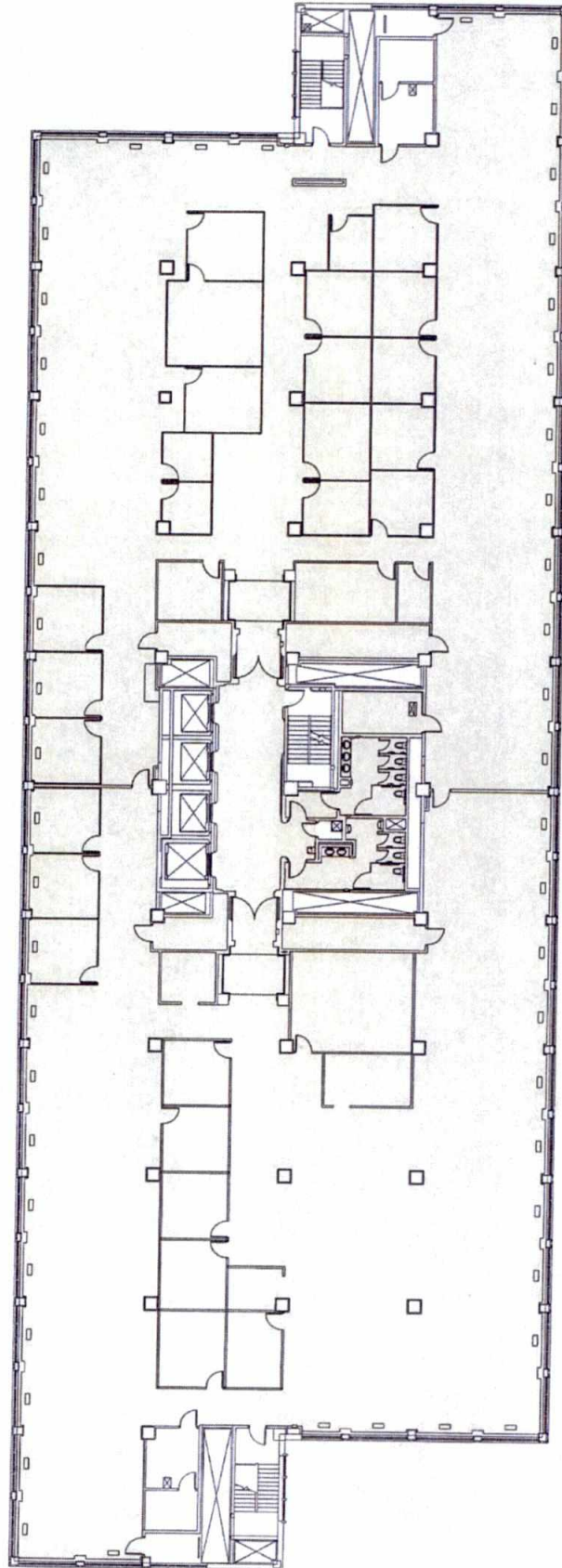
MnDOT Contract #: 1001209A03

Second Floor  
0021010562-02

Drawn By: J. J. Smith  
Checked By: C. C. C. C.  
Approved By: C. C. C. C.

5 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
□ 22,821 Sq. Ft. Office



State of Minnesota  
Department of Administration  
Real Estate and Construction Services

Transportation Building  
310105

Notes / Remarks  
EX16/EXIT Lease Renewal  
8/1/2015

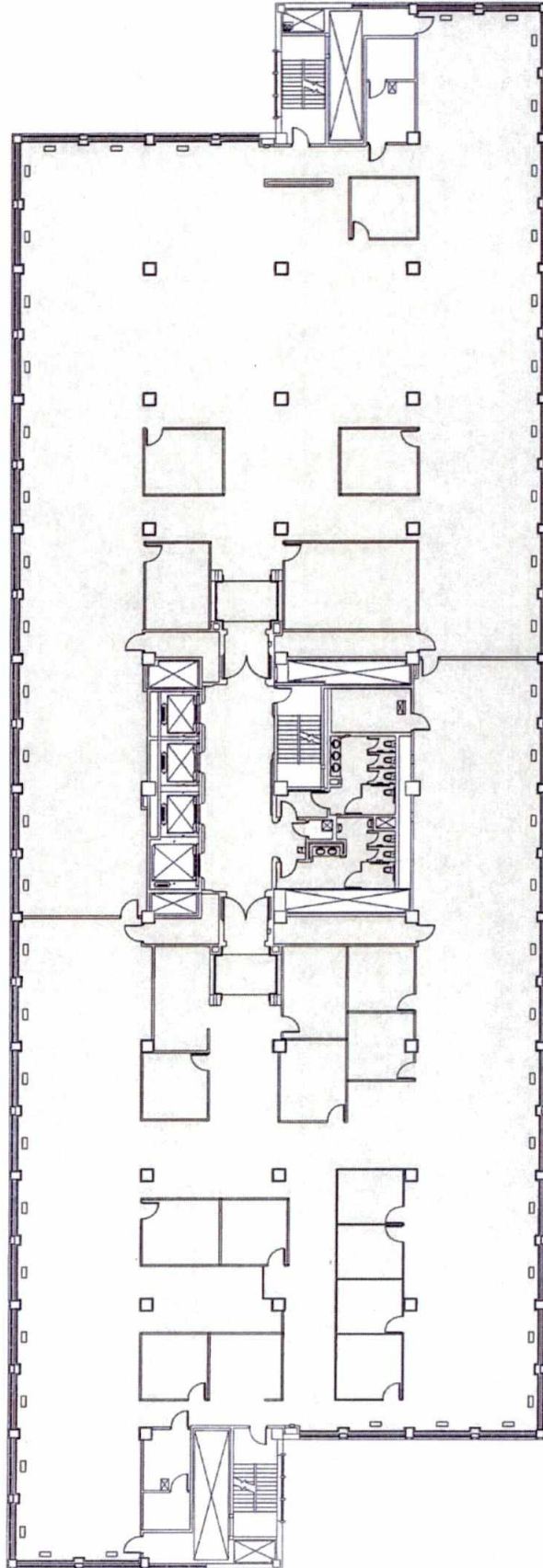
MnDOT Contract # 1001209A03

Third Floor  
0023104562-03

Drawn By: J. J. J. J.  
Checked By: C. C. C. C.  
Approved By: A. A. A. A.

6 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
22,866 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks  
Office FY17 Lease Renewal  
5/1/2015

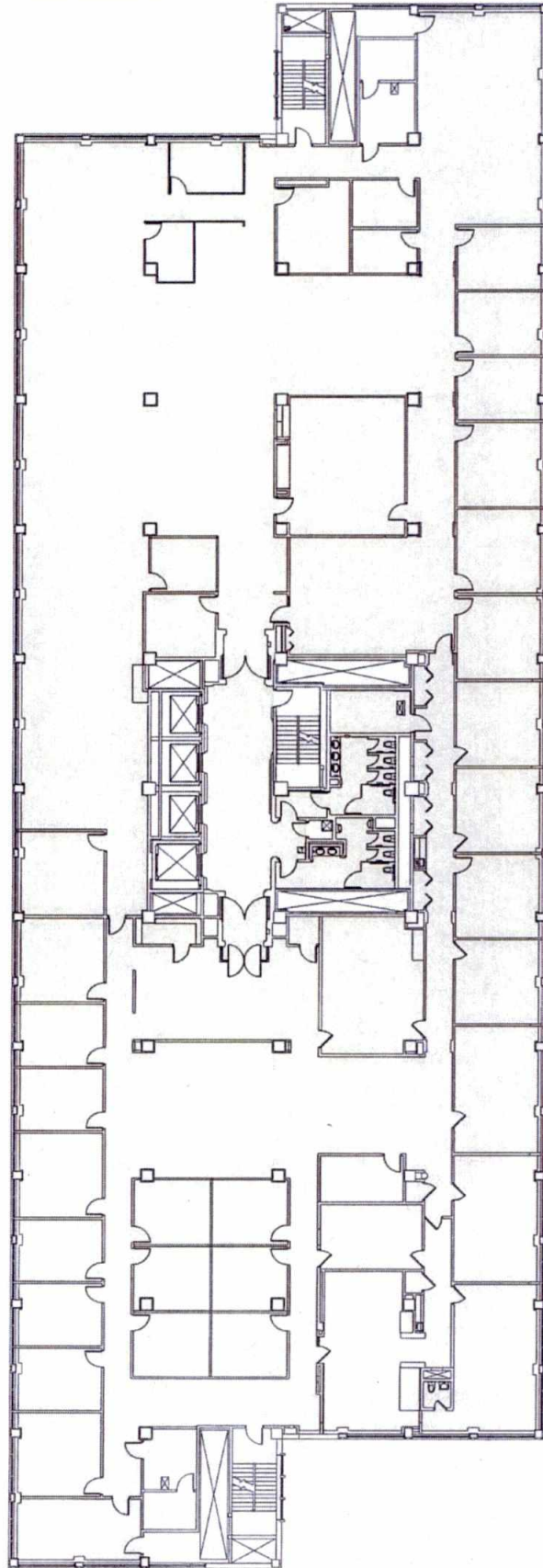
MnDOT Contract # 1001209A03

Fourth Floor  
002310562-04

Drawn By: J. P. Smith  
Checked By: C. G. Gagnon  
Approved By:

7 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
22,711 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks  
EX116c FY17 Lease Renewal  
5/1/2015

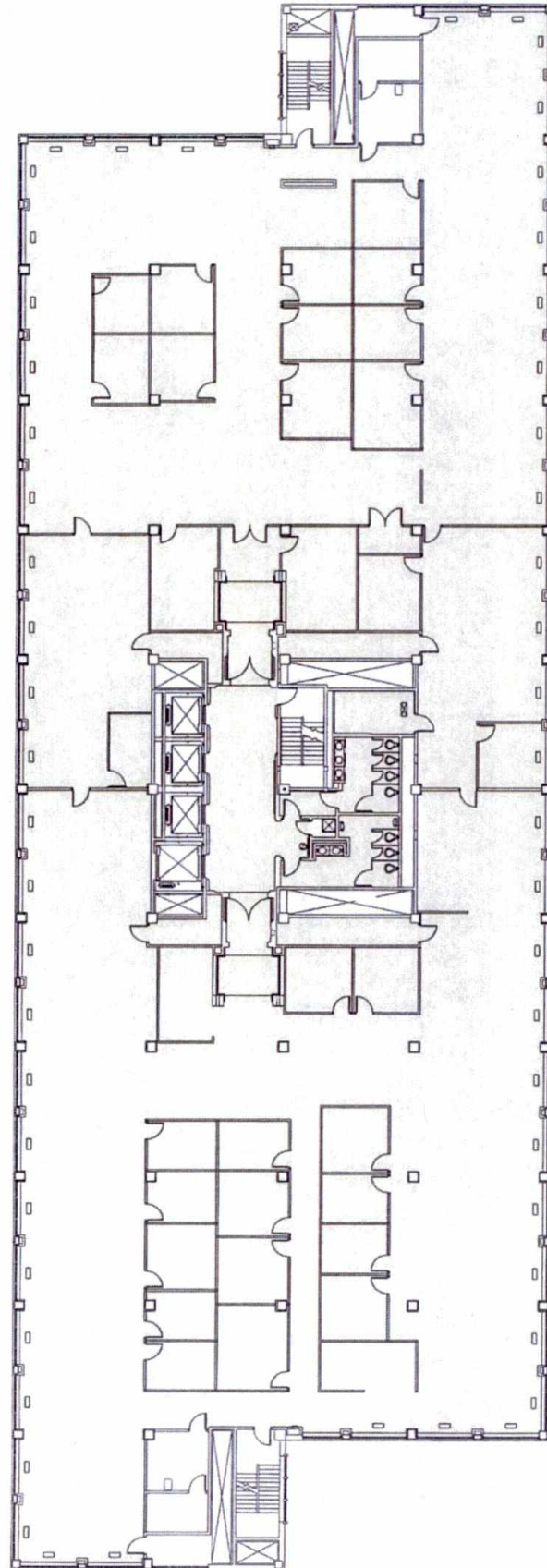
MnDOT Contract # 1001209A03

Fifth floor  
G0031 RW 603-05

Drawn By: J. L. Smith  
Checked By: C. J. Peterson  
Approved By:

8 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
□ 22,936 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks  
EX16-FY17 Lease Renewal  
5/1/2015

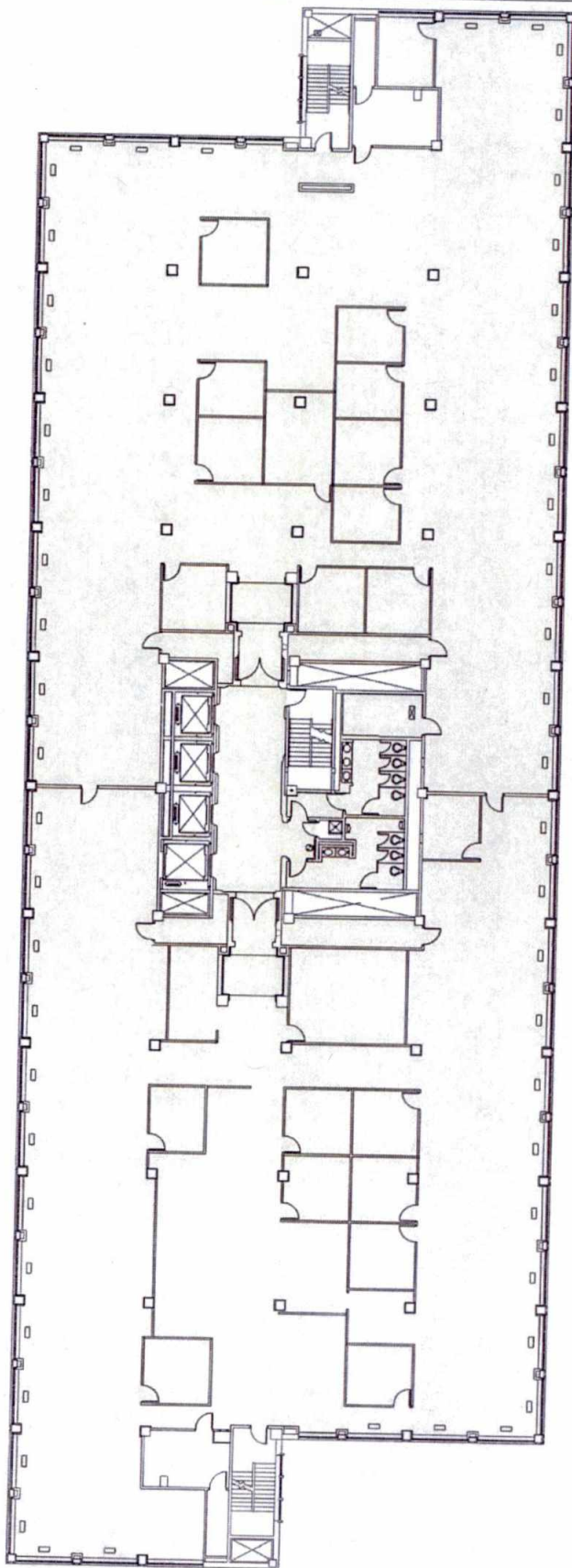
MnDOT Contract #: 1001209A03

Sixth Floor  
002310105-2-06

Drawn By: J. P. [illegible]  
Checked By: C. [illegible]  
Approved By: [illegible]

9 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
23,278 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

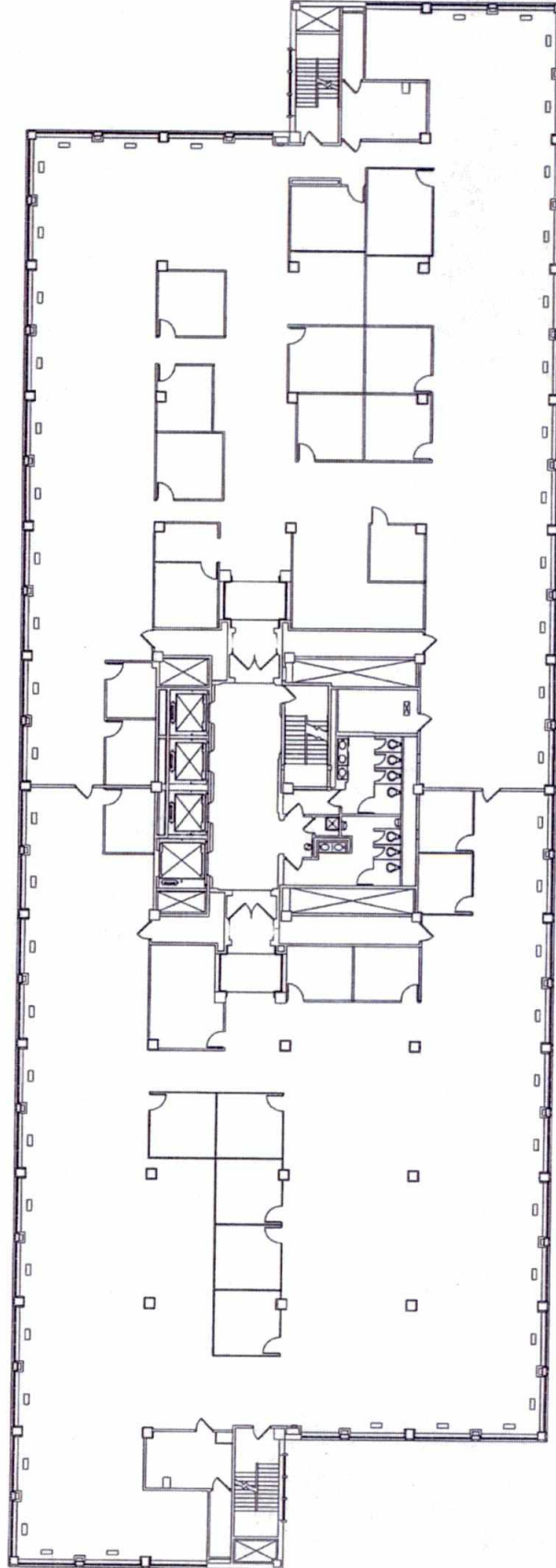
Notes / Remarks  
EX16E117 Lease Renewal  
5/1/2015

MnDOT Contract # 1001209A03

Severest Floor  
0023 1016563-07

Drawn By: J. Smith  
Checked By: C. Peterson  
Approved By:

10 of 13



Department - Division  
Department of Transportation  
23,253 Sq. Ft. Office

EXHIBIT A



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

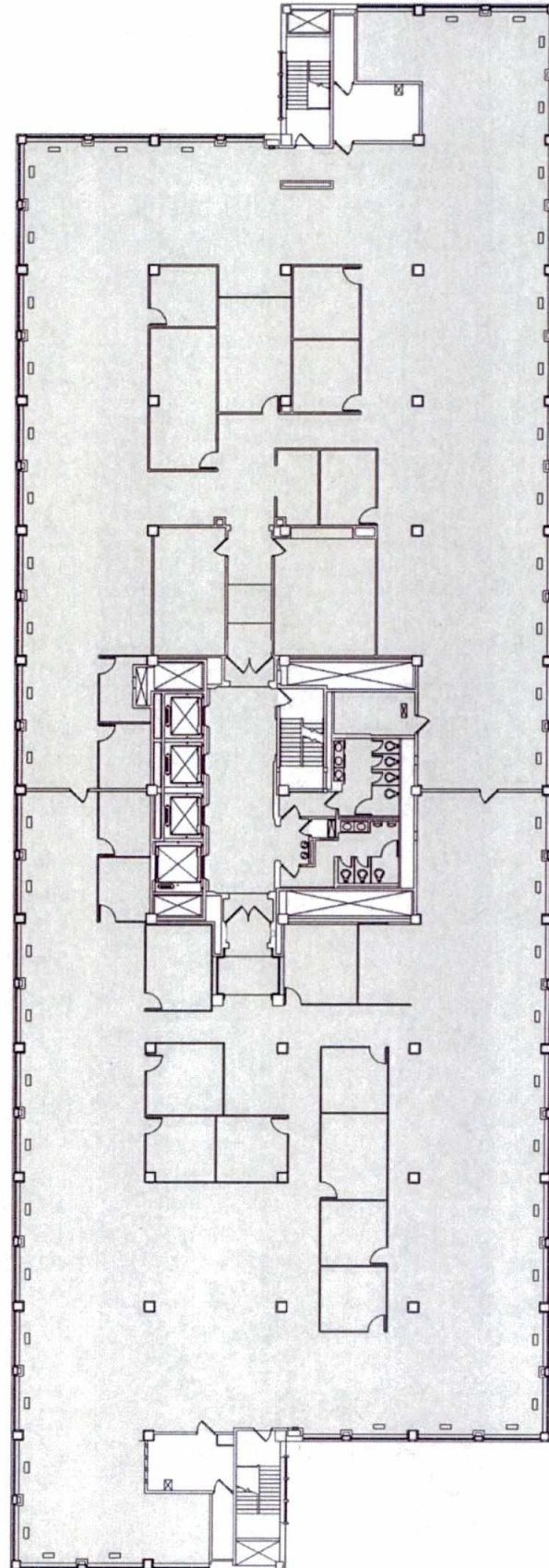
Notes / Remarks  
EXJCEY17 Lease Renewal  
5/1/2015

MnDOT Contract #: 1001209A03

Eighth Floor  
G02310105G2-08

Drawn By: J. Smith  
Checked By: C. Robinson  
Approved By:

11 of 13



Department - Division  
Department of Transportation  
23,127 Sq. Ft. Office

EXHIBIT A

Page 12 of 13 Intentionally left blank

Page 13 of 13 Intentionally left blank



**MnDOT Contract #: 1001209A03****I. DUTIES OF LESSOR**

A. The Department of Administration, **Plant Management Division** (hereinafter referred to as LESSOR) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

1. **BUILDING MANAGEMENT SERVICES** LESSOR shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality, general office recycling collection services, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. LESSEE should contact 651.201.2300 or check website: [www.mn.gov/admin/government/buildings-grounds](http://www.mn.gov/admin/government/buildings-grounds) for more information.
  - a. **Construction, Remodeling and Renovation Work** LESSOR shall inform LESSEE in advance and in writing of construction, remodeling or renovation work.
  - b. **Carpet Replacement** LESSOR shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LESSOR shall be repaired or replaced. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LESSOR. Selection by LESSEE shall be made from LESSOR sample selections. If LESSEE desires carpet and LESSOR does not have funding available, LESSEE has the option of funding the purchase. LESSOR will contract, install and invoice LESSEE. Colors and quality selection must be approved in advance and in writing by LESSOR to ensure durability, maintainability and uniformity.
  - c. **Interior Decoration** LESSOR shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LESSOR financial obligation shall not exceed contract amount. Selection shall be made by LESSEE from LESSOR sample selections. If LESSEE desires a different type of wall treatment or a different quality of paint, LESSOR will contract and invoice LESSEE. LESSOR shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability, design integrity, and uniformity.
  - d. **Window Treatments** LESSOR shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LESSOR. Exterior envelope window treatments will be selected from the State Contract. If LESSEE chooses to select a different exterior envelope window treatment that is not under State Contract, LESSEE shall pay the portion above the State Contract rate. If LESSEE desires a different type of window treatment and is willing to fund the difference, LESSOR will contract and invoice the LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of LESSEE and any related costs shall be borne by LESSEE.
  - e. **Ceiling Tiles** LESSOR shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of LESSOR.
  - f. **Leased Space** To make space suitable for new tenants, LESSOR shall provide the treatments and finishes outlined above dependent upon available funding. LESSOR shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LESSOR. LESSOR shall not fund accommodations or changes to leased space in order to meet specialized needs of LESSEE, such as ADA accommodations.

The above terms and conditions in items a-f apply only when specific funds have not been appropriated for this purpose.

- g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LESSOR shall provide engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LESSOR-owned

**EXHIBIT B**



**MnDOT Contract #: 1001209A03**

and under LESSOR'S custodial control.

- h. Grounds Maintenance Services** LESSOR shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during normal building operating hours.
- i. Integrated Pest Management Services** LESSOR shall provide an integrated pest management program for control of rodents and insects within the building.
- j. Keys** All keys for space in state-owned buildings under the custodial control of LESSOR must be provided by LESSOR. LESSOR shall provide two (2) keys for each door with lock hardware within the Leased Premises. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement.
- k. Security Services** In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain emergency call stations at exterior locations and in the tunnel systems.
- l. Signage** LESSOR shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LESSOR'S discretion.
- m. Communication** LESSOR'S Building Manager or designee shall coordinate with LESSEE'S key contact person on any work scheduled in a building which could affect building operations. LESSOR shall provide written notice in advance of these events and LESSEE shall provide communication to tenants. Reasonable coordination efforts shall be made by LESSOR with LESSEE'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. Insurance** LESSOR insures the building structure only. Ensuring contents is at the discretion of LESSEE.
- o. Fire Detection, Alarm and Suppression Systems** LESSOR shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the LESSEE.
- p. Use of Space** LESSOR shall lock and secure all LESSOR'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms.
- q. Solid Waste** LESSOR shall remove solid waste from buildings on a daily basis.

**2. UTILITY SERVICES**

- a. Heating** LESSOR shall provide the Leased Premises with heating facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR may provide LESSEE with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:

  - (i) From October 1 through April 30, minimum temperatures shall be maintained

    - (a) Between 68° F to 70° F for all occupied areas.
    - (b) Between 65° F to 67° F for all lobbies, corridors and restrooms.
    - (c) Between 60° F to 62° F for all building entrances and storage areas.
    - (d) Temperature settings for all of the above referenced spaces will be lowered to between 60° F and 62° F during non-working hours.
    - (e) At a maximum of 55° F for all unoccupied and all vacated spaces.



**MnDOT Contract #: 1001209A03**

- (ii) LESSOR shall establish the area operating temperatures as follows:
    - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
    - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
  - (iii) Unless established to the contrary through a pre-approved interagency agreement, heating systems are set to operate as defined above. Building heating systems are not intended to be used for heating areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional heating beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR for the extended hours of operation.
- b. Cooling** LESSOR shall provide the Leased Premises with cooling infrastructure of a design capacity sufficient to maintain the Leased Premises with adequate cooling supply based on normal office usage. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or beyond a normal 'office' environment setting use, LESSEE shall be billed by LESSOR on a fee-for-service basis based on chilled water and electrical usage for the extended hours of operation or specialized use.
- (i) From May 1 through September 30, maximum temperatures shall be maintained as follows:
    - (a) Between 76° F to 78° F for all occupied areas excluding reheat systems.
    - (b) Temperature settings for all of the above referenced spaces will be increased to 85° F during non-working hours.
    - (c) Computer rooms and research facility temperatures will be maintained in accordance with the operating requirements of the equipment/research procedures.
  - (ii) LESSOR shall establish the area operating temperatures as follows:
    - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
    - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
  - (iii) Unless established to the contrary through a pre-approved interagency agreement, cooling systems are set to operate as defined above. Building cooling systems are not intended to be used for cooling areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR for the extended hours of operation.
- c. Water/Sewage** LESSOR shall provide the Leased Premises with adequate water and sewage facilities of a design capacity sufficient to serve the Leased Premises.
- d. Ventilation** LESSOR shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2- 2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LESSOR as required by the application and the needs of the system. Unless established to the contrary through a pre-approved interagency agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. Electrical**
- (i) LESSOR shall provide the Leased Premises with electrical infrastructure of a design capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LESSOR. LESSEE- owned equipment, purchased and installed by LESSEE, or purchased and installed on behalf of LESSEE through a major construction or



**MnDOT Contract #: 1001209A03**

renovation project and/or LESSEE'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of LESSEE at LESSEE'S cost. All LESSEE equipment installation to be approved in accordance with the provisions of this lease with LESSOR to ensure proper installation of powered equipment. LESSEE shall be billed by LESSOR on a fee-for-service basis based on actual electrical usage for the extended hours of operation or specialized use.

- (ii) LESSOR shall provide electric power for LESSEE. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LESSOR cannot guarantee continuous availability. If LESSEE has a need for continuous, uninterruptible, or specific power quality needs, it shall be LESSEE'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LESSOR.
- (iii) The LESSOR is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the LESSEE, the LESSOR will schedule work during "off hours", nights and weekends in an effort to minimize disruption to LESSEE activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LESSOR reserves the right to interrupt electrical services as required during normal business hours.
- (iv) For non-scheduled power outages, every effort shall be made by LESSOR to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

### 3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LESSOR shall provide space for common area recycle containers.
- b. LESSOR shall provide general recycling services limited to the collection of common area recycling containers. LESSOR will transport LESSEE provided collection containers from the Leased Premises to a holding area. LESSOR shall return container to the common recycling areas in the Leased Premises.
- c. LESSOR is not responsible for confidential recycling.

### 4. JANITORIAL SERVICES The following janitorial services shall be provided by LESSOR:

#### a. Office Cleaning

- Daily: Empty trash receptacles; replace liners, as necessary.  
Pick up litter in remainder of other carpeted areas.  
Spot clean carpeting.
- Weekly: Vacuum carpeted areas.  
Dust mop hard surface main traffic aisles.  
Dust mop hard surface areas.  
Wet mop hard surface areas.  
Spot clean partitions/door glass
- Monthly: Spot clean walls and doors.

**MnDOT Contract #: 1001209A03**

Semi-Annual: Dust door frames.

Dust accessible exterior window blinds, where applicable.

Clean ceiling vents (under 12 feet).

Clean-carpeted traffic aisles.

18 months: Clean carpet. May be extraction, tip cleaning or rotary shampooing.

As Needed: Empty recyclable materials from common area collection containers and coordinate material pick up.

NOTE: Detail dusting in an office setting shall be done only in accessible areas. LESSOR shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

**b. Lobby/Entrance Cleaning**

Daily: Empty/spot clean trash receptacles.  
Sweep hard surface floors.  
Wet mop hard surface floors.  
Clean walk off mats.  
Clean door glass; spot clean adjacent glass.  
Vacuum carpet.  
Clean interior and exterior of elevators.  
Wet mop open stairways in winter.  
Check/spot clean directories.

Weekly: Detail/dust areas below 6 feet.  
Spot clean plate glass windows.  
Clean stairway handrails.  
Check/ spot clean public area furniture.  
Spot clean walls.  
Wet mop open stairways.

As Needed: Scrub and coat hard surface floors.  
Strip, seal and finish hard surface floors.  
Buff/burnish accessible hard surface floors.  
Clean carpet.  
Clean thresholds, kick plates and door frames.

**c. Hard Surface Floor Care – Common Areas**

Daily: Spot mop spills/splashes.

Weekly: Wet mop/auto scrub floor surfaces.  
Buff/burnish floors.  
Dust mop wall to wall.

As Needed: Heavy scrub and recoat floor finish.  
Strip, seal and finish hard surface floors.

**d. Hard Surface Floor Care – Work Areas**

Weekly: Dust mop & wet mop wall to wall.  
Wet mop/auto scrub wall to wall.  
Buff/burnish accessible floor areas.

As Needed: Heavy scrub and recoat floors.  
Strip, seal and finish.



**MnDOT Contract #: 1001209A03****e. Restroom Cleaning**

Daily: Check, resupply stock.  
 Clean mirrors.  
 Clean stock dispenser.  
 Empty trash, including sanitary disposal units; spot clean receptacles.  
 Clean and sanitize toilets, urinals, sinks and countertops.  
 Clean stainless steel and chrome.  
 Spot clean doors, both sides.  
 Spot clean walls with special emphasis around dispensers, sinks and urinals.  
 Wet mop floor with sanitizing detergent.

Monthly: Machine scrub floors.

Semi Annually: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.  
 Sanitize waste receptacles.

**f. Shower room/stall cleaning**

Daily: Inspect, touchup and wipe down fixtures.  
 Remove hair and other debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.  
 Clean and disinfect all shower room fixtures.

**g. Miscellaneous Cleaning**

Daily: Sanitize drinking fountains.  
 Remove unapproved posters or outdated posters/bulletins.

Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.  
 Check/spot clean interior stairwells.

As Needed: Wet mop hard surface stairwell risers and landings.  
 Clean ceiling light diffusers and exhaust fans in elevator cars.  
 Clean janitorial closets.  
 Dust stairwell railings.

**B. The Department of Administration, Real Estate and Construction Services (RECS) shall be responsible for:**

1. Allocation and inventory of state-owned space under the custodial control of the Plant Management Division.
2. Preparation and processing of lease documents.

**II. DUTIES OF LESSEE**

**A. TRANSFERABILITY** LESSEE shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

**B. DESIGNATED STAFF PERSON** LESSEE will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LESSOR'S Building Manager. This will include but not be limited to building surveys, LESSOR initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LESSOR on postings of work which may affect the building tenants or building operations. LESSEE will also designate at least 1 key contact person who shall be responsible and can be contacted after normal business hours in the event of an emergency.



**MnDOT Contract #: 1001209A03****C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

1. LESSEE agrees to:
  - a. Ensure LESSEE'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the LESSEE.
  - b. Ensure shipments of recyclables do not contain contaminating materials.
  - c. Use recycling containers and equipment only for designated recycling purposes.
  - d. Direct general waste and recycling questions to LESSOR'S Building Manager or designee.
  - e. Recycle confidential materials.
  - f. Transfer recycling materials from desk side containers to common area collection containers.
  - g. Provide a designated Champion for recycling communications and compliance.

**D. HAZARDOUS WASTE**

1. If LESSEE is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LESSOR with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. LESSEE shall also provide LESSOR with a copy of its annual Hazardous Waste Report each year thereafter.
2. In the event LESSEE vacates Leased Premises, LESSEE shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by LESSEE to LESSOR no later than thirty (30) days from the date LESSEE vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by LESSEE at LESSEE'S expense.

- E. ELECTRONIC DEVICES AND FURNITURE** LESSEE is responsible for LESSEE'S owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at LESSEE'S expense. LESSEE shall report the cumulative weight of electronics that are recycled each calendar year to the LESSOR by the 15<sup>th</sup> of January the subsequent calendar year for which the recycling took place.

**F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES**

Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LESSOR, 2. Utility Services, parts a & b).

1. LESSEE agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LESSOR may provide LESSEE with instructions defining optimal use.
2. LESSEE shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LESSOR to be beyond those provided for in this agreement, either during or outside normal building operating hours.
3. LESSOR will measure utility usage in appropriate units and charge LESSEE for the cost per unit of the utility. LESSEE shall promptly reimburse LESSOR upon receipt of invoice for utility services.

**G. USE OF SPACE**

1. LESSEE agrees not to use the Leased Premises in any way which, in the judgment and discretion of LESSOR, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor



**MnDOT Contract #: 1001209A03**

shall LESSEE use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.

2. LESSEE agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LESSOR as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by LESSEE, LESSEE shall contact 651.201.2300 to request access.

3. LESSEE agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules

Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.

4. LESSEE agrees to consider conference rooms not leased as part of the Leased Premises and under the custodial control of LESSOR, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales.

5. LESSEE agrees to receive all goods delivered to the building related to LESSEE or Leased Premises at the loading dock and promptly transporting to owned leased space. LESSEE shall be responsible for the safe-guarding and security of these delivered goods.

LESSEE agrees that, at no time, shall LESSOR be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. LESSEE agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

7. LESSEE to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels, and other pests from entering.

8. LESSEE is responsible for all interior ADA accommodations.

**H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

1. LESSEE-owned program equipment purchased and installed by LESSEE or purchased and installed on behalf of LESSEE through a major construction or renovation project that is related to LESSEE'S programs or operation shall be the responsibility of LESSEE to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from LESSEE'S equipment shall be remedied by LESSEE at LESSEE'S expense. At the discretion of LESSOR, any of LESSEE equipment shall be removed at the time LESSEE vacates the Leased Premises and the Leased Premises shall be returned to its original condition at LESSEE'S expense. LESSOR may, at its discretion, following the execution of an interagency agreement, be contracted to maintain, service, repair and replace such LESSEE'S equipment at LESSEE'S cost on a fee-for- service basis through LESSOR'S Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, or alarm systems supporting LESSEE-owned equipment shall be the responsibility of LESSEE to maintain, repair, replace and inspect per local jurisdiction requirements. LESSEE may contract with LESSOR for maintenance, repair and inspection services of LESSEE'S equipment at LESSEE'S cost on a fee for services basis through LESSOR'S Repair and Other Jobs activity. If LESSEE chooses to contract separately, LESSEE must provide inspection report as required.

3. LESSEE shall ensure that equipment owned by LESSEE such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum efficiency.

I. **KEYS** Additional keys needed by LESSEE beyond those provided by LESSOR shall be obtained from LESSOR on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.

**MnDOT Contract #: 1001209A03**

- J. **SECURITY SERVICES** LESSEE shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.
- K. **SIGNAGE** Identification of space within leased premises is the responsibility of the LESSEE.
- L. **BUILDING MANAGEMENT SERVICES** LESSEE will pay all invoices regarding:
1. CARPET. If LESSEE desires any carpet and LESSOR does not have funding available or does not agree carpet has reached the end of useful life, LESSOR will contract, install and invoice LESSEE.
  2. INTERIOR DECORATION. If LESSEE desires a different type of wall treatment, different quality of paint or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.
  3. WINDOW TREATMENTS. If LESSEE desires a different type of window treatment or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.
- M. **COMMUNICATION** LESSEE shall submit LESSEE initiated building postings to LESSOR'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.
- N. **MODIFICATIONS TO LEASED SPACE**
1. LESSEE shall contact LESSOR to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LESSOR or their designee. Implementation of the work shall be performed either by:
    - a. Licensed contractor, as authorized by LESSOR, under contract with the LESSOR.
    - b. Licensed contractor, as authorized by LESSOR, under contract with LESSEE. Such contracts must be approved by LESSOR prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.
  2. At the time LESSEE vacates the Leased Premises, LESSEE shall, at LESSOR'S option be responsible for restoration of the Leased Premises which have been modified by the LESSEE since July 1, 2009. The Leased Premises shall be returned to its original condition by LESSOR at LESSEE'S expense.
- O. **PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LESSOR. Personal items such as space heaters, bicycles, segways or animals (including pets but not including service animals), are not allowed inside LESSOR managed facilities.
- P. **PLANTS** LESSEE shall ensure that all plants are properly maintained. LESSEE will be responsible for any damages as a result of plants.



### DEPARTMENTAL LEASE

<b>LESSOR: DEPARTMENT OF ADMINISTRATION</b>	
<b>DEPARTMENT/AGENCY (as LESSEE)</b>	
Transportation	
<b>BUILDING NAME/ADDRESS</b>	<b>DIVISION/SECTION NAME</b>
Transportation Building, 395 John Ireland Boulevard	

**TERMS AND CONDITIONS:**

- LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand three hundred fifteen (255,315) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,749	Office
Ground	2,373	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,126	Office
<b>TOTAL</b>	<b>255,315</b>	
- TERM** The term of this Lease is two (2) years, commencing July 1, 2017 and continuing through June 30, 2019.
- RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 18		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/17- 6/30/18	Basement	25,668		\$18.95		\$40,534.05	\$121,602.15	\$486,408.60
	Basement		2,238		\$7.50	\$1,398.75	\$4,196.25	\$16,785.00
	Ground	22,122		\$18.95		\$34,934.33	\$104,802.99	\$419,211.96
	First	44,296		\$18.95		\$69,950.77	\$209,852.31	\$839,409.24
	Second	22,821		\$18.95		\$36,038.16	\$108,114.48	\$432,457.92
	Third	22,866		\$18.95		\$36,109.23	\$108,327.69	\$433,310.76
	Fourth	22,711		\$18.95		\$35,864.45	\$107,593.35	\$430,373.40
	Fifth	22,936		\$18.95		\$36,219.77	\$108,659.31	\$434,637.24
	Sixth	23,278		\$18.95		\$36,759.84	\$110,279.52	\$441,118.08
	Seventh	23,253		\$18.95		\$36,720.36	\$110,161.08	\$440,644.32
	Eighth	23,126		\$18.95		\$36,519.81	\$109,559.43	\$438,237.72
<b>TOTAL</b>		<b>253,077</b>	<b>2,238</b>			<b>\$401,049.52</b>	<b>\$1,203,148.56</b>	<b>\$4,812,594.24</b>

FY: 19		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/18 - 6/30/19	Basement	25,668		\$19.50		\$41,710.50	\$125,131.50	\$500,526.00
	Basement		2,238		\$7.50	\$1,398.75	\$4,196.25	\$16,785.00
	Ground	22,122		\$19.50		\$35,948.25	\$107,844.75	\$431,379.00
	First	44,296		\$19.50		\$71,981.00	\$215,943.00	\$863,772.00
	Second	22,821		\$19.50		\$37,084.13	\$111,252.39	\$445,009.56
	Third	22,866		\$19.50		\$37,157.25	\$111,471.75	\$445,887.00
	Fourth	22,711		\$19.50		\$36,905.38	\$110,716.14	\$442,864.56
	Fifth	22,936		\$19.50		\$37,271.00	\$111,813.00	\$447,252.00
	Sixth	23,278		\$19.50		\$37,826.75	\$113,480.25	\$453,921.00
	Seventh	23,253		\$19.50		\$37,786.13	\$113,358.39	\$453,433.56
	Eighth	23,126		\$19.50		\$37,579.75	\$112,739.25	\$450,957.00
<b>TOTAL</b>		<b>253,077</b>	<b>2,238</b>			<b>\$412,648.89</b>	<b>\$1,237,946.67</b>	<b>\$4,951,786.68</b>



4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.

5. **LESSEE ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By Susan T. Estes  
REAL ESTATE AND CONSTRUCTION SERVICES  
Date 8/9/17

LESSEE:  
TRANSPORTATION

By Suzanne Marie S. Thayer  
Title MDOT Office Administration, Director  
Date 8-4-2017

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
FACILITIES MANAGEMENT DIVISION

By Karen Seely  
Title Bus Operations Mgr  
Date 8-1-17

STATE ENCUMBRANCE VERIFICATION

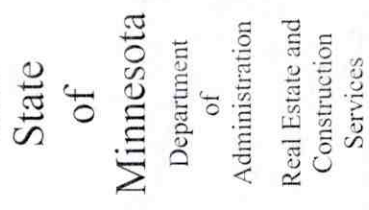
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By [Signature]  
Date 8/3/17  
Contract No. 99277 / 371519

Minnesota Department of Transportation  
Contract Management

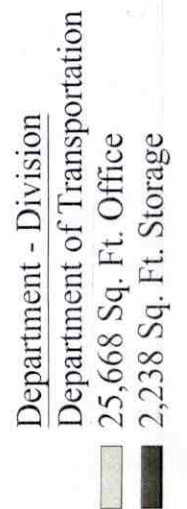
By: [Signature]  
Date: 8-8-2017



[illegible]

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

2 of 13



# EXHIBIT A



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

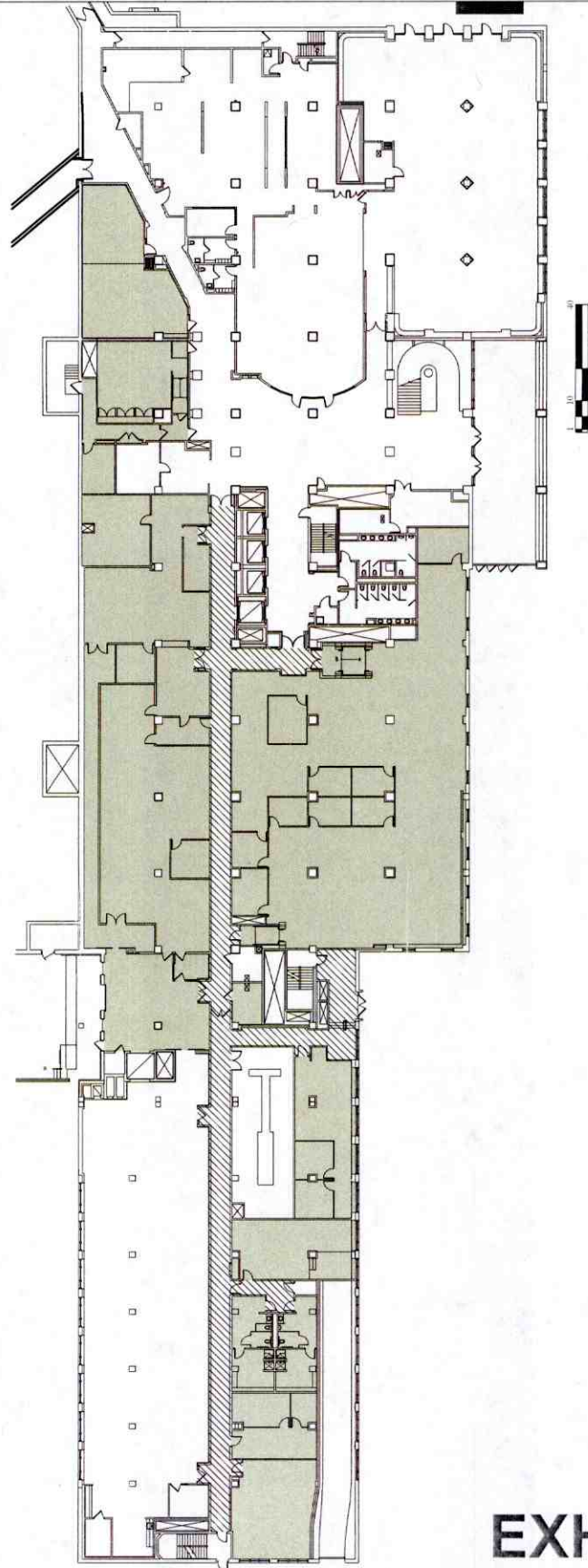
Notes / Remarks

CV16.171 Lease Renewal  
5/1/2015

Ground Floor  
G0231010567-GR

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

3 of 13



Department - Division  
Department of Transportation  
19,749 Sq. Ft. Office  
2,373 Sq. Ft. Prorated Portion of Shared Space

EXHIBIT A



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

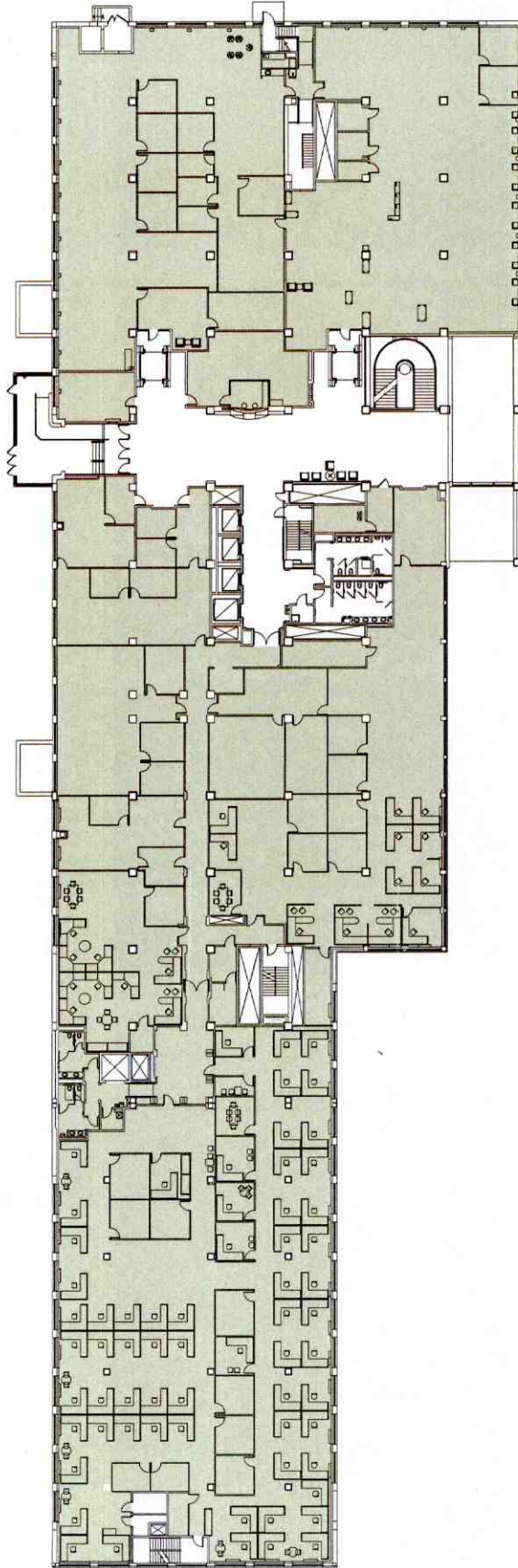
Transportation  
Building  
310105

Notes / Remarks  
12/16/2017 Lease Renewal  
5/1/2015

First Floor  
G0231010502-01

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

4 of 13



Department - Division  
Department of Transportation  
44,296 Sq. Ft. Office



EXHIBIT A





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

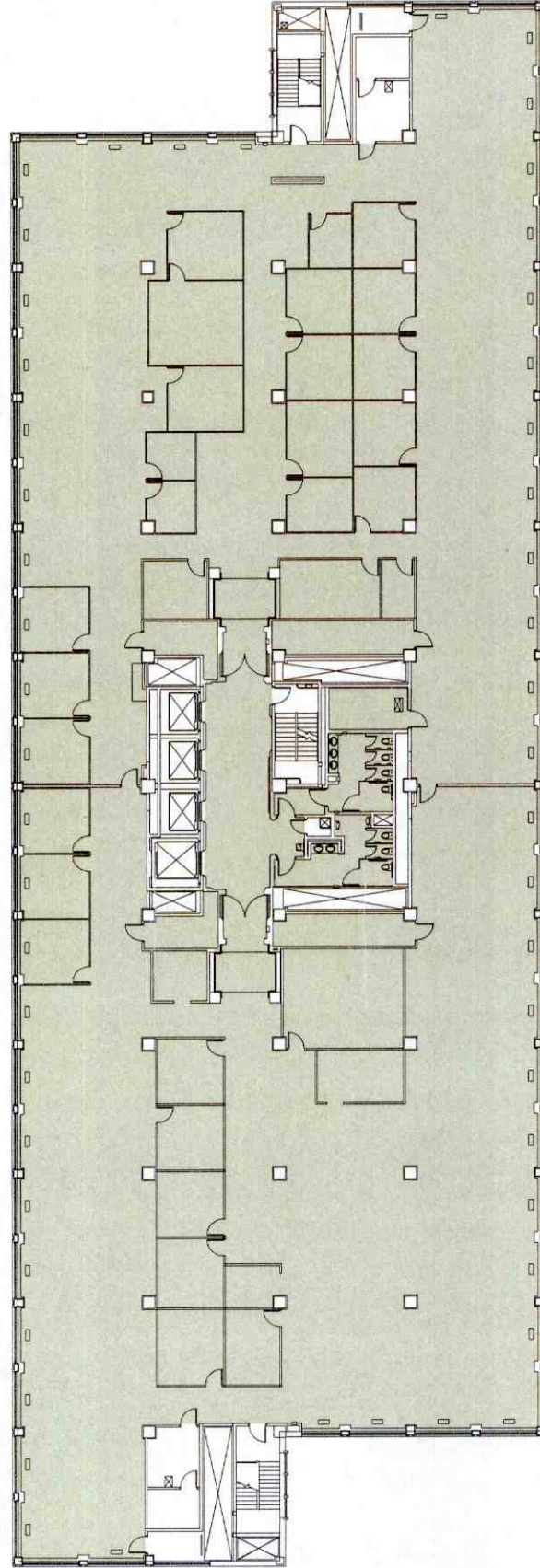
Notes / Remarks  
EX16-1717 Lease Renewal  
5/12/15

Second Floor  
G0231010562-02

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

5 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
22,821 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

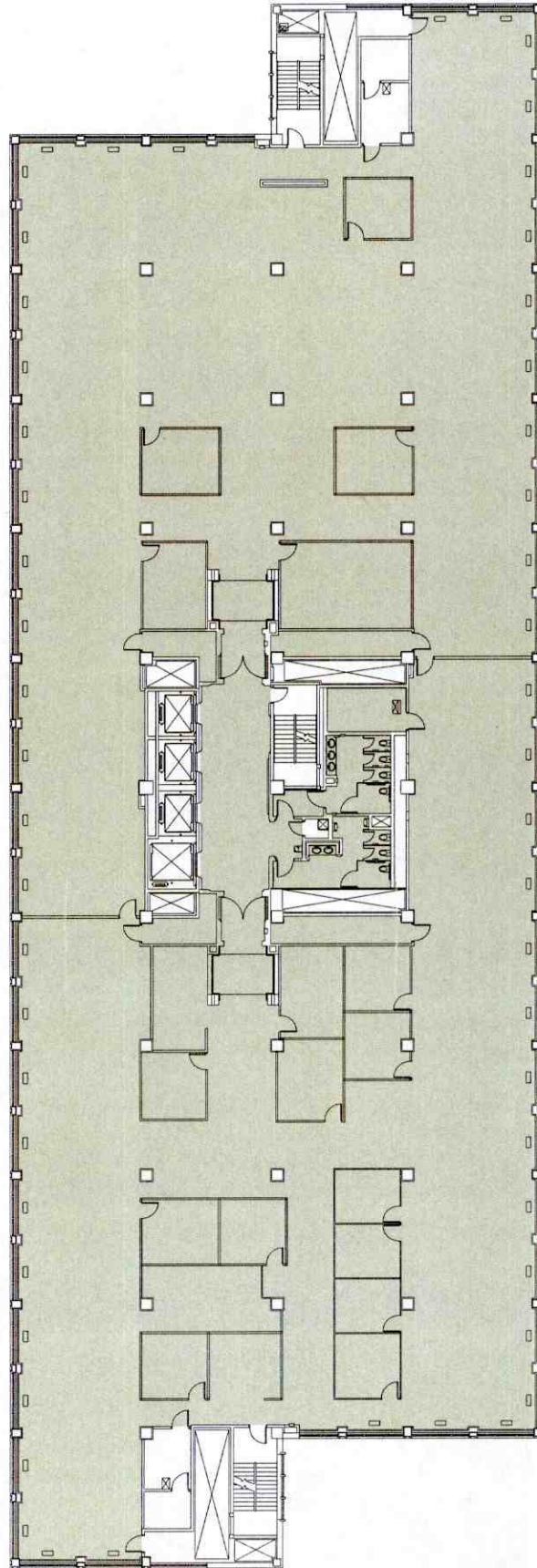
Notes - Remarks  
CUB-N171 Lease Renewal  
5/1/2015

Third Floor  
G0231010562.03

Drawn By: J. Priskich  
Checked By: C. Bergstrom  
Approved By:

6 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
22,866 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

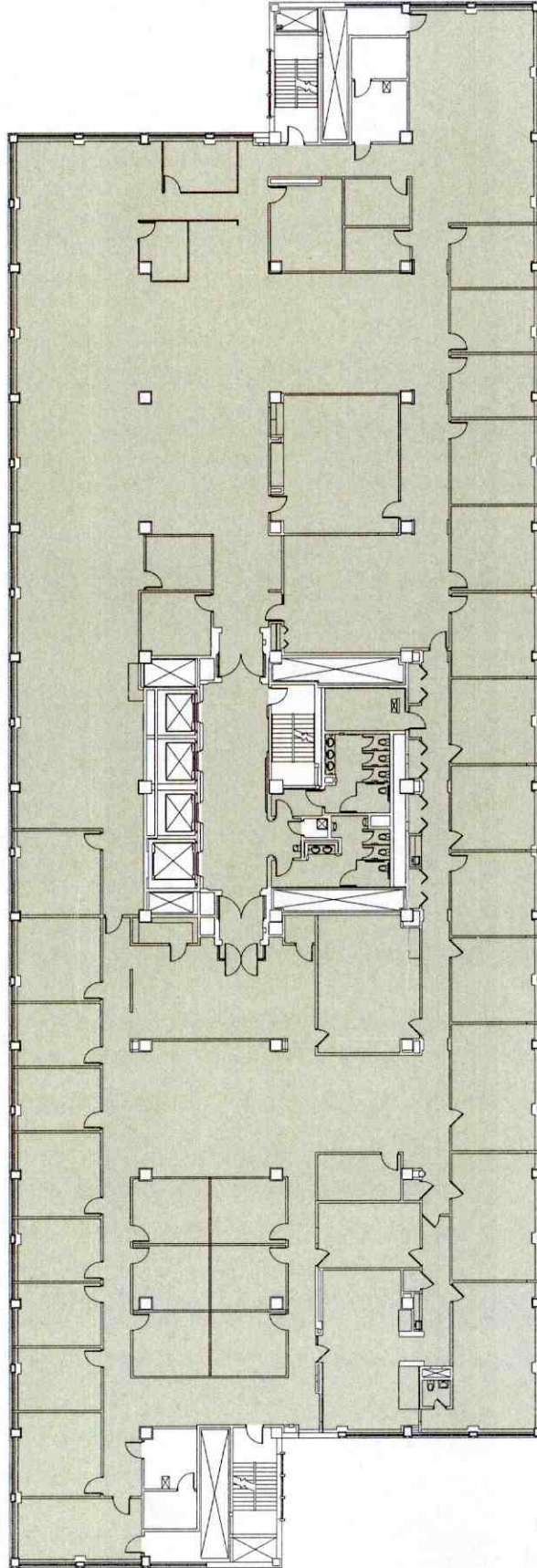
Transportation  
Building  
310105

Notes / Remarks  
EX16-1121 Lease Renewal  
5/1/2015

Fourth Floor  
G031010562.04

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

# EXHIBIT A



Department - Division  
Department of Transportation  
22,711 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

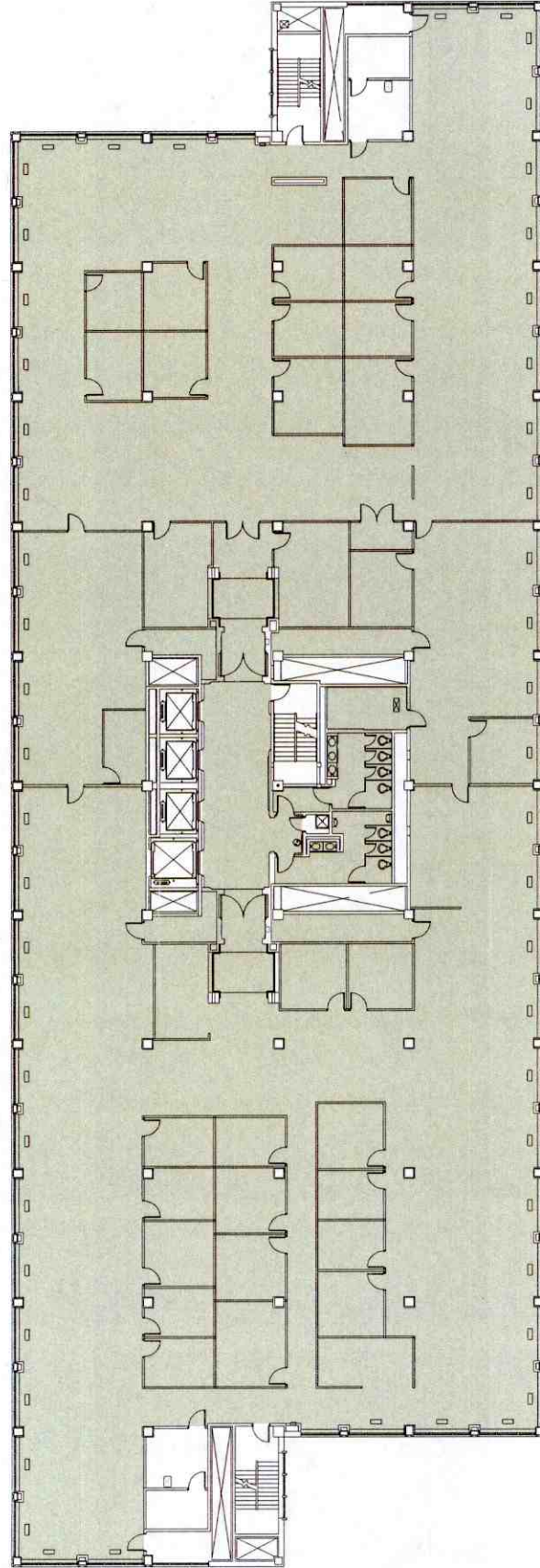
Notes / Remarks  
EX116 EX111 Lease Renewal  
SL2015

Fifth Floor  
G0231010562-06

Drawn By: J. Prekash  
Checked By: C. Bergstrom  
Approved By:

8 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
22,936 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks

23161717 Lease Renewal  
5/1/2015

Sixth Floor

00231010562-06

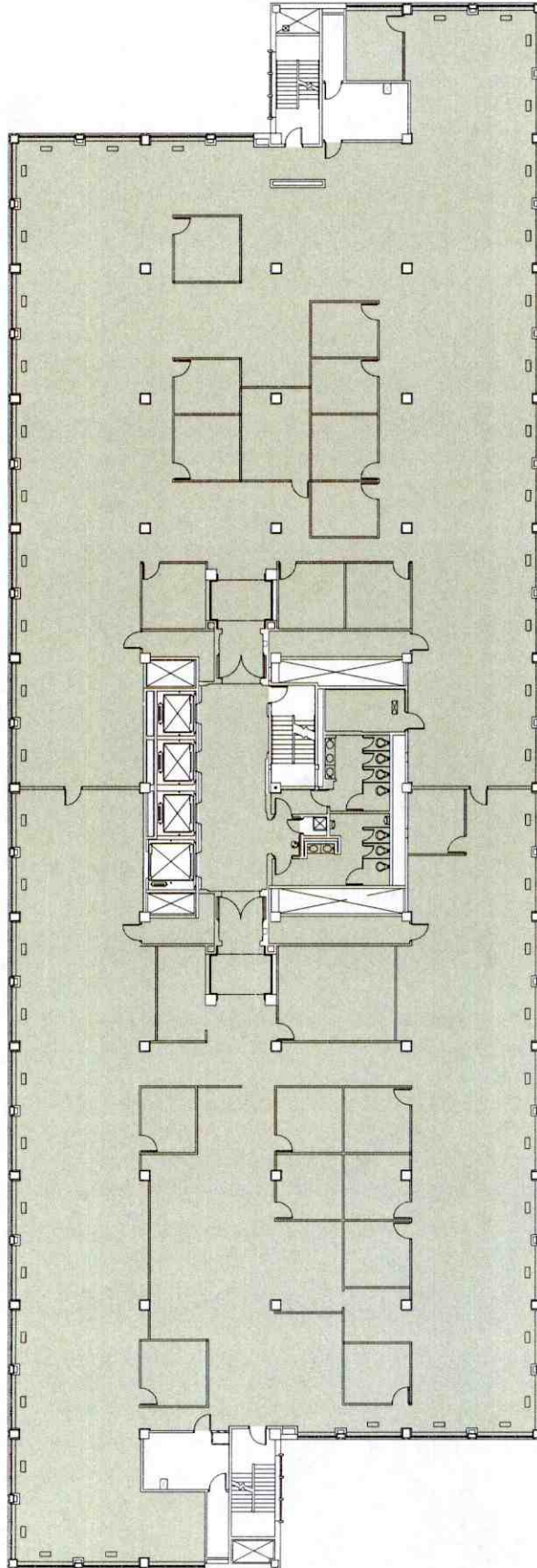
Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

9 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
23,278 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

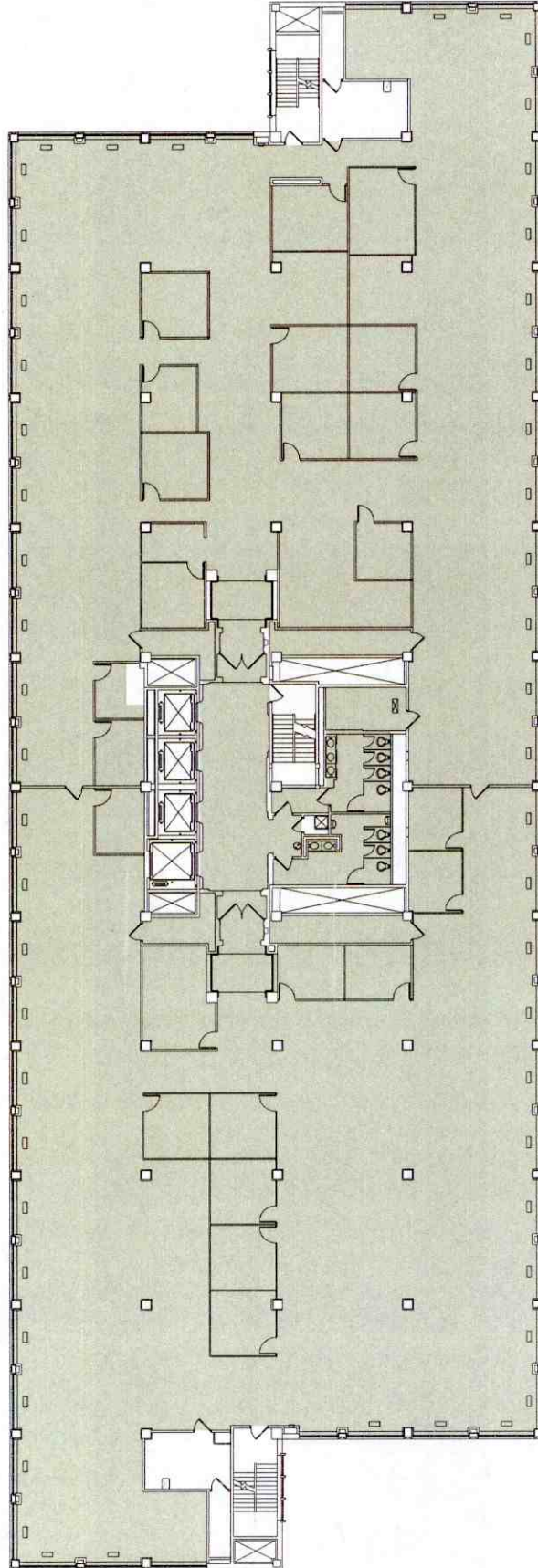
Notes / Remarks  
EX16, FY17 Lease Renewal  
\$11,201.5

Seventh Floor  
60231010502.07

Drawn By: J. Prokath  
Checked By: C. Bergman  
Approved By:

Department - Division  
Department of Transportation  
23,253 Sq. Ft. Office

EXHIBIT A





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

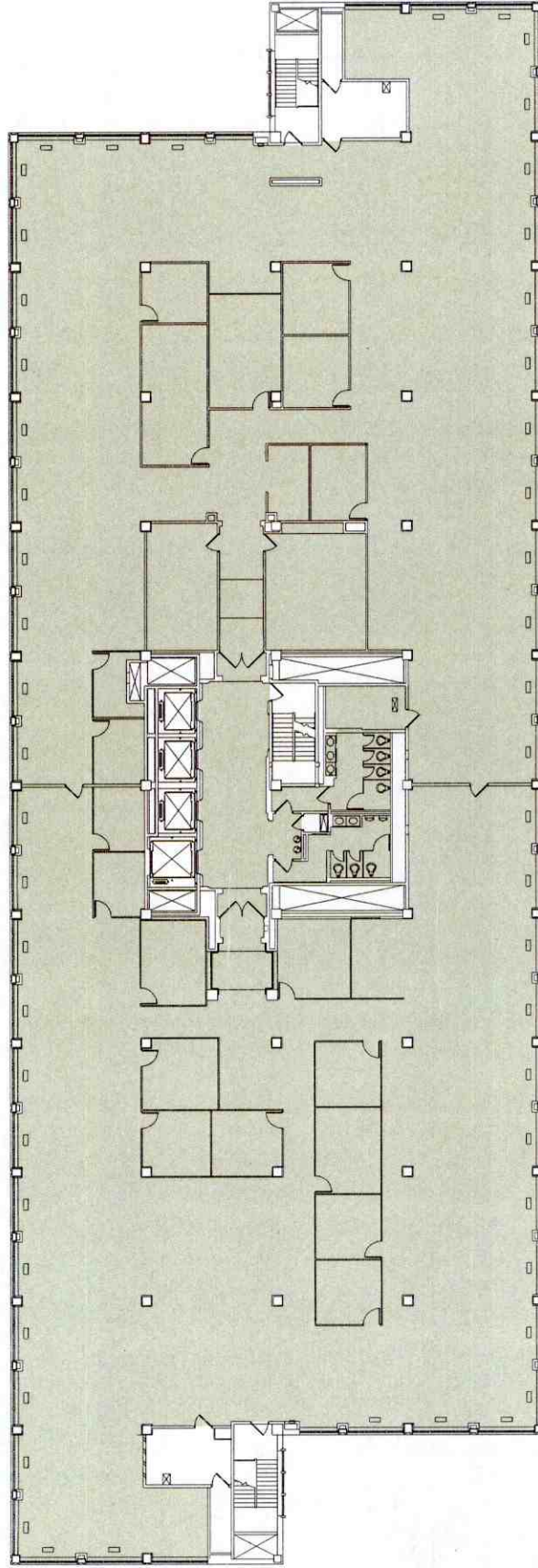
Notes / Remarks  
EX16/EY17 Lease Renewal  
5/1/2015

Eighth Floor  
G0231010562.08

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

11 of 13

# EXHIBIT A



Department - Division  
Department of Transportation  
23,126 Sq. Ft. Office



I. **DUTIES OF LANDLORD**

A. The Department of Administration, **Facilities Management Division** (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

1. **BUILDING MANAGEMENT SERVICES** LANDLORD shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality, general office, trash removal, recycling collection services, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact 651.201.2300 or check website: [www.mn.gov/admin/government/buildings-grounds](http://www.mn.gov/admin/government/buildings-grounds) for more information. Terms and conditions in items a-f apply only when specific funds have not been appropriated for this purpose.
  - a. **Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing of construction, remodeling or renovation work.
  - b. **Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability and uniformity.
  - c. **Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LANDLORD financial obligation shall not exceed contract amount. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, different color or quality of paint, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.
  - d. **Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not under State Contract, TENANT shall pay the portion above the State Contract rate. If TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.
  - e. **Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.
  - f. **Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT or any other ADA accommodations.
  - g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned and under LANDLORD'S custodial control.



- h. Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during normal building operating hours.
- i. Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building. TENANT shall fund any additional pest control services outside of the State Contract. To aide with pest management, TENANT shall keep all food items in sealed containers.
- j. Keys** All keys for space in state-owned buildings under the custodial control of LANDLORD must be provided by LANDLORD. LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement. LANDLORD may perform key audit every four (4) years.
- k. Security Services** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.
- l. Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD'S discretion.
- m. Communication** LANDLORD'S Building Manager or designee shall coordinate with TENANT'S key contact person regarding all Facilities Management managed work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall provide communication to tenants. Reasonable coordination efforts shall be made by LANDLORD with TENANT'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. Insurance** LANDLORD insures the building structure only. Ensuring contents is at the discretion of TENANT.
- o. Fire Detection, Alarm and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.
- p. Access to LANDLORD Space** LANDLORD shall lock and secure all LANDLORD'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.
- q. Solid Waste** LANDLORD shall remove solid waste from buildings on a daily basis.

## **2. UTILITY SERVICES**

- a. Heating and Cooling** LANDLORD warrants that the Leased Premises are served by heating and cooling facilities sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use TENANT of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:

  - (i) From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during periods outside of working hours.
  - (ii) From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature



settings will be increased to 85°F during periods outside of working hours.

- (iii) Unless established to the contrary through a pre-approved written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal "office" environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.

c. **Water/Sewage** LANDLORD shall provide the Leased Premises with adequate water and sewage facilities sufficient to serve its design population capacity.

d. **Ventilation** LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the TENANT as required by the application and the needs of the system. Unless established to the contrary through a pre-approved written agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.

e. **Electrical**

- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. TENANT-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of TENANT at TENANT'S cost. All TENANT equipment installation to be approved in accordance with the provisions of this lease with LANDLORD to ensure proper installation of powered equipment. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.
- (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
- (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during "off hours", nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during normal business hours.
- (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.



**3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LANDLORD shall provide for common area recycle, compost and trash containers.
- b. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.
- c. LANDLORD is not responsible for confidential recycling.

**4. JANITORIAL SERVICES** The following janitorial services shall be provided by LANDLORD:

**a. Office Cleaning**

- Daily: Empty common area recycle receptacles; replace liners.  
Vacuum carpeted main traffic aisles, moving furniture, as necessary. Return furniture to original position.  
Pick up litter in remainder of other carpeted areas.  
Spot clean carpeting.  
Spot clean partitions/door glass.
- Weekly: Vacuum all carpeted areas.  
Dust mop hard surface main traffic aisles.  
Dust exposed areas on desks/credenzas/work surfaces.  
Dust mop hard surface areas.  
Wet mop hard surface areas.  
Detail/dust areas below 6 feet.
- Monthly: Spot clean walls and doors.
- Semi-Annual: Dust door frames.  
Dust accessible exterior window blinds, where applicable.  
Clean ceiling vents (under 12 feet).  
Clean-carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.

NOTE: Detail dusting in an office setting shall be done only in accessible areas. LANDLORD shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

**b. Lobby/Entrance Cleaning**

- Daily: Empty/spot clean common area recycle receptacles.  
Sweep hard surface floors.  
Wet mop hard surface floors.  
Clean walk-off mats.  
Clean door glass; spot clean adjacent glass.  
Vacuum carpet.  
Clean entire interior and exterior of elevators.  
Sweep/vacuum/wet mop non-enclosed stairways.  
Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.  
Spot clean plate glass windows.  
Clean and/or polish stairway handrails.  
Clean thresholds.  
Check/arrange and spot clean public area furniture.

Clean kick plates, push plates, and door frames.  
Spot clean walls.

As Needed: Scrub and coat hard surface floors.  
Strip, seal and finish hard surface floors.  
Buff/burnish accessible hard surface floors.  
Clean carpet.

**c. Hard Surface Floor Care – Common Areas**

Daily: Dust mop wall to wall.  
Spot mop spills/splashes.

Weekly: Wet mop/auto scrub floor surfaces.  
Buff/burnish floors.

As Needed: Heavy scrub and recoat floor finish.  
Strip, seal and finish hard surface floors.

**d. Hard Surface Floor Care – Work Areas**

Daily: Dust accessible areas.  
Wet mop other areas.

Weekly: Dust mop wall to wall.  
Wet mop/auto scrub wall to wall.  
Buff/burnish accessible floor areas.

As Needed: Heavy scrub and recoat floors.  
Strip, seal and finish.

**e. Restroom Cleaning**

Daily: Check, resupply stock.  
Clean mirrors.  
Clean stock dispenser.  
Empty trash and organics containers, including sanitary disposal units; clean receptacles.  
Clean and sanitize toilets, urinals, sinks and countertops.  
Clean stainless steel and chrome.  
Spot clean doors, both sides.  
Spot clean walls with special emphasis around dispensers, sinks and urinals.  
Wet mop floor with sanitizing detergent.

Monthly: Machine scrub floors.  
Sanitize waste receptacles.

Semi Annually: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.

**f. Shower room/stall cleaning**

Daily: Inspect, touchup and wipe down fixtures.  
Remove hair and other debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.  
Clean and disinfect all shower room fixtures.

**g. Miscellaneous Cleaning**

Daily: Sanitize drinking fountains.  
Spot check interior stairwells.  
Remove unapproved posters or outdated posters/bulletins.



- Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.
- As Needed: Wet mop hard surface stairwell risers and landings.  
Clean ceiling light diffusers and exhaust fans in elevator cars.  
Clean janitorial closets.  
Dust stairwell railings.  
Vacuum upholstered furniture.

- B. The Department of Administration, **Real Estate and Construction Services (RECS)** shall be responsible for:
1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.
  2. Preparation and processing of lease documents.

## II. **DUTIES OF TENANT**

- A. **TRANSFERABILITY** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.
- B. **DESIGNATED STAFF PERSON** TENANT will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD'S Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least 1 key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.

### C. **REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

1. TENANT agrees to:
  - a. Ensure TENANT'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
  - b. Ensure shipments of recyclables do not contain contaminating materials.
  - c. Use recycling containers and equipment only for designated recycling purposes.
  - d. Direct general waste and recycling questions to LANDLORD'S Building Manager or designee.
  - e. Recycle confidential materials.
  - f. Transfer recycling materials from desk side containers to common area collection containers.
  - g. Provide a designated Champion for recycling communications and compliance.
  - h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.

### D. **HAZARDOUS WASTE**

1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.



2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT'S expense.

**E. ELECTRONIC DEVICES AND FURNITURE** TENANT is responsible for TENANT'S owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT'S expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15<sup>th</sup> of January the subsequent calendar year for which the recycling took place.

**F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES** Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD , 2. Utility Services, parts a & b).

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

a. TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

**G. USE OF LEASED PREMISES**

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles is prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact 651.201.2300 to request access.

3. TENANT agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.

4. TENANT agrees to consider conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. TENANT agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels,



and other pests from entering.

8. TENANT is responsible for all interior ADA accommodations.

**H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT'S programs or operation shall be the responsibility of TENANT to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from TENANT'S equipment shall be remedied by TENANT at TENANT'S expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT'S expense. LANDLORD may, at its discretion, following the execution of an written agreement, be contracted to maintain, service, repair and replace such TENANT'S equipment at TENANT'S cost on a fee-for- service basis through LANDLORD'S Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT'S equipment at TENANT'S cost on a fee for services basis through LANDLORD'S Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report as required.

3. TENANT shall ensure that equipment owned by TENANT such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum efficiency.

I. **KEYS** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD'S Repair and Other Jobs activity. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense.

J. **SECURITY SERVICES** TENANT shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.

**K. SIGNAGE**

1. Identification of space within leased premises is the responsibility of the TENANT.

2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from the LANDLORD.

L. **BUILDING MANAGEMENT SERVICES** TENANT will pay all invoices when previously agreed in writing in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

M. **COMMUNICATION** TENANT shall submit TENANT initiated building postings to LANDLORD'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

**N. MODIFICATIONS TO LEASED PREMISES**

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD or their designee. Implementation of the work shall be performed either by:

- a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.
- b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD'S option be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT'S expense.

- O. **PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters humidifiers, bicycles, segways (allowed if needed for disability accommodation) or animals (including pets but not including ADA animals), are not allowed inside LANDLORD managed facilities.
- P. **CONTENT LIABILITY AND INSURANCE** Liability for damages to TENANT property is at TENANT'S discretion and cost, including damage from building system failures.
- Q. **PLANTS** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages as a result of plants.
- R. **EMERGENCIES** TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

MNDot Contract  
1001209

LEASE NO 807  
FISCAL YEAR 20-21

# DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) Transportation	
BUILDING NAME/ADDRESS Transportation Building, 395 John Ireland Boulevard	DIVISION/SECTION NAME

## TERMS AND CONDITIONS.

- LEASED PREMISES** LANDLORD grants and TENANT accepts the lease of two hundred fifty five thousand three hundred fifteen (255,315) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,749	Office
Ground	2,373	Shared
First	44,296	Office
Second	22,821	Office
Thrd	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,126	Office
<b>TOTAL</b>	<b>255,315</b>	

- TERM** The term of this Lease is two (2) years, commencing July 1, 2019 and continuing through June 30, 2021.
- RENT** TENANT agrees to pay to LANDLORD rent in accordance with the rent schedule set forth below:

FY: 20		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/19 - 6/30/20	Basement	25,668		\$19.50		\$41,710.50	\$125,131.50	\$500,526.00
	Basement		2,238	\$19.50	\$8.00	\$1,492.00	\$4,476.00	\$17,904.00
	Ground	22,122		\$19.50		\$35,948.25	\$107,844.75	\$431,379.00
	First	44,296		\$19.50		\$71,981.00	\$215,943.00	\$863,772.00
	Second	22,821		\$19.50		\$37,084.13	\$111,252.39	\$445,009.56
	Thrd	22,866		\$19.50		\$37,157.25	\$111,471.75	\$445,887.00
	Fourth	22,711		\$19.50		\$36,905.38	\$110,716.14	\$442,864.56
	Fifth	22,936		\$19.50		\$37,271.00	\$111,813.00	\$447,252.00
	Sixth	23,278		\$19.50		\$37,826.75	\$113,480.25	\$453,921.00
	Seventh	23,253		\$19.50		\$37,786.13	\$113,358.39	\$453,433.56
	Eighth	23,126		\$19.50		\$37,579.75	\$112,739.25	\$450,957.00
<b>TOTAL</b>		<b>253,077</b>	<b>2,238</b>			<b>\$412,742.14</b>	<b>\$1,238,226.42</b>	<b>\$4,952,905.68</b>

FY: 21		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/20 - 6/30/21	Basement	25,668		\$19.50		\$41,710.50	\$125,131.50	\$500,526.00
	Basement		2,238		\$8.00	\$1,492.00	\$4,476.00	\$17,904.00
	Ground	22,122		\$19.50		\$35,948.25	\$107,844.75	\$431,379.00
	First	44,296		\$19.50		\$71,981.00	\$215,943.00	\$863,772.00
	Second	22,821		\$19.50		\$37,084.13	\$111,252.39	\$445,009.56
	Thrd	22,866		\$19.50		\$37,157.25	\$111,471.75	\$445,887.00
	Fourth	22,711		\$19.50		\$36,905.38	\$110,716.14	\$442,864.56
	Fifth	22,936		\$19.50		\$37,271.00	\$111,813.00	\$447,252.00
	Sixth	23,278		\$19.50		\$37,826.75	\$113,480.25	\$453,921.00
	Seventh	23,253		\$19.50		\$37,786.13	\$113,358.39	\$453,433.56
	Eighth	23,126		\$19.50		\$37,579.75	\$112,739.25	\$450,957.00
<b>TOTAL</b>		<b>253,077</b>	<b>2,238</b>			<b>\$412,742.14</b>	<b>\$1,238,226.42</b>	<b>\$4,952,905.68</b>



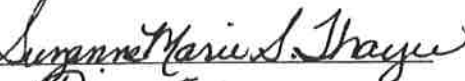
4. **DUTIES OF LANDLORD AND TENANT** See Exhibit B.
1. **TENANT ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.
6. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.


LANDLORD:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By   
REAL ESTATE AND CONSTRUCTION SERVICES  
Date 6-28-19


TENANT:  
TRANSPORTATION

By   
Title Director  
Date 6/28/19

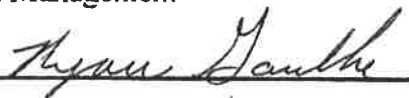
APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
FACILITIES MANAGEMENT DIVISION

By   
Title Bus Operations Mgr  
Date 6-22-19

STATE ENCUMBRANCE VERIFICATION  
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.16 and §16C.05.

By   
Date 6/28/19  
Contract No. 99277 / Po # 484633

Minnesota Department of Transportation  
Contract Management

By:   
Date: 6/28/2019



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

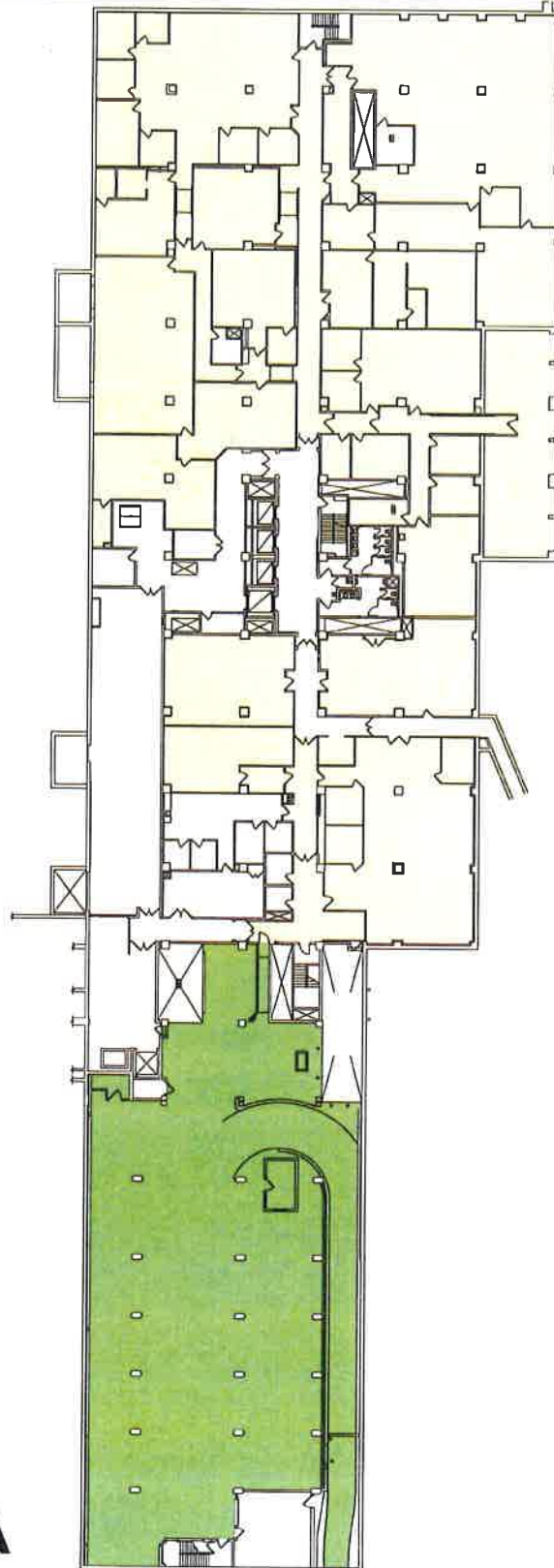
Notes / Remarks  
EXHIBIT 11 - Lease Renewal  
5/1/2012

Basement  
00231010562-LL

Drawn By: J. Prokash  
Checked By: C. Berghorn  
Approved By:

2 of 11

# EXHIBIT A



Department - Division  
Department of Transportation  
25,668 Sq. Ft. Office  
2,238 Sq. Ft. Storage



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

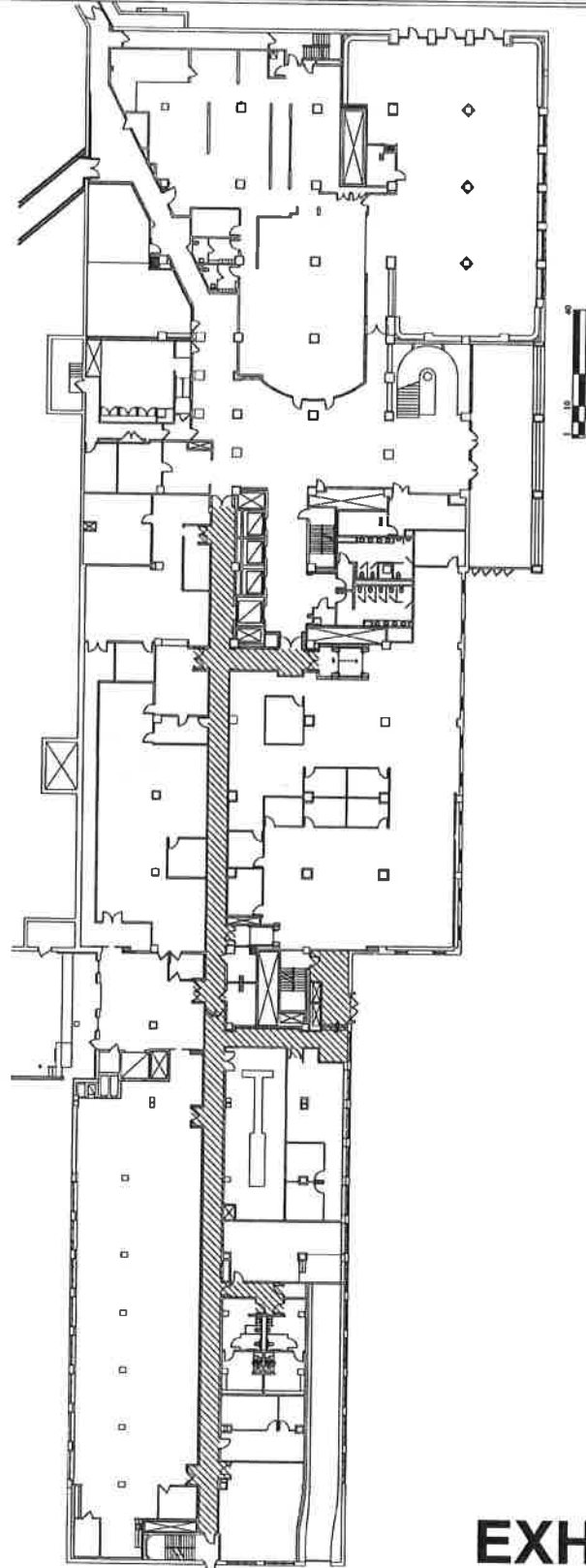
Transportation  
Building  
310105

Notes / Remarks  
R016117 Lease Extension  
5/17/2015

Ground Floor  
G021010662-GR

Drawn By: J. Prekash  
Checked By: C. Bergstrom  
Approved By:

3 of 13



Department - Division  
Department of Transportation  
19,749 Sq. Ft. Office  
2,373 Sq. Ft. Prorated Portion of Shared Space

EXHIBIT A



# State of Minnesota

Department of  
Administration  
Real Estate  
and Construction  
Services

Transportation  
Building  
G0231010562

## Notes / Remarks

9/29/00 Original - NAHF  
11/28/00 Review - NAHF  
1/29/01 Review - NAHF  
May 2001  
August 2001  
4/12/02 Rate Package C Bergstrom  
4/19/04 Rate Package C Bergstrom  
4/1/06 Rate Package C Bergstrom  
4/18/08 Rate Package Jesse Ontes  
12/07/09 Rate Package Jedd Prokash  
1/11/12 Rate Package Tim Olson  
3/11/14 Rate Package Lauren Klabunde  
3/4/16 Rate Package Ray Mosberger  
4/27/18 Rate Package M. Norton

Department - Division  
Department of Transportation

## Second Floor

Q:\WGs\G02\G0231010562-02.dwg

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

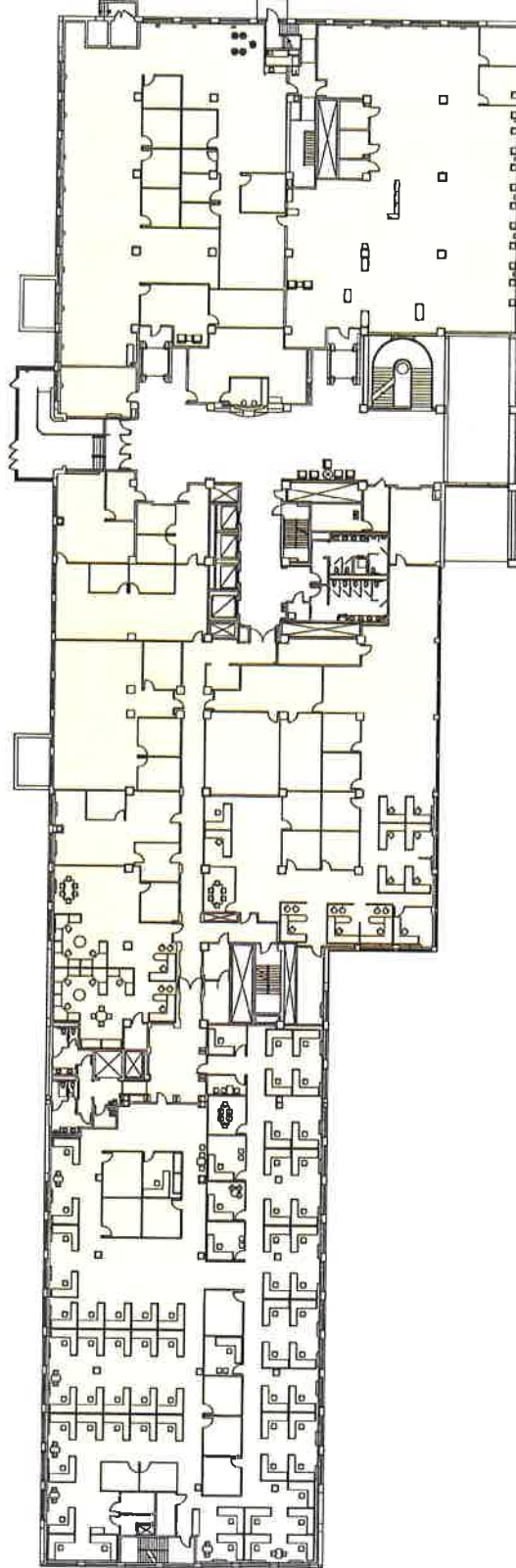
Notes / Remarks  
FY16/FY17 Lease Renewal  
02/2015

First Floor  
G021010562-01

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

4 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
□ 44,296 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

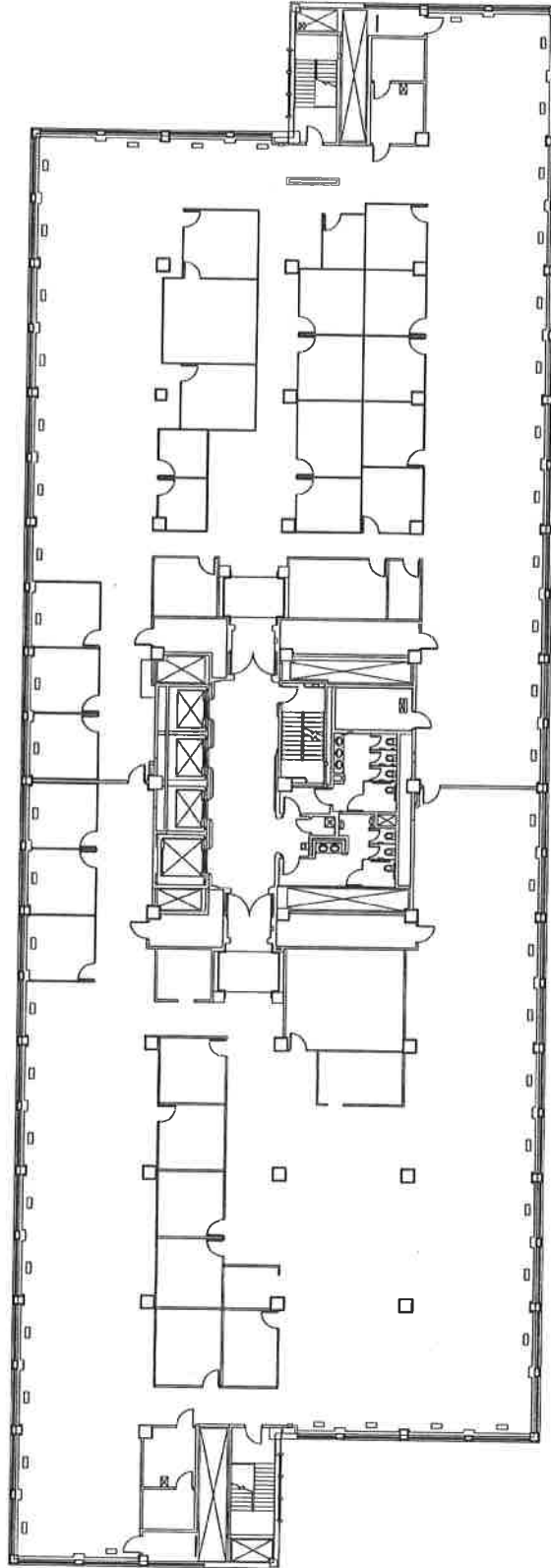
Notes / Remarks  
EX/LE/ET/LL Lease Request  
4/1/2015

Second Floor  
G0231010562.02

Drawn By: J. Prokash  
Checked By: C. Bergstrom  
Approved By:

5 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
22,821 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks

EX/LE/FY11 Lease Renewal  
4/1/2015

Third Floor

0021010542.03

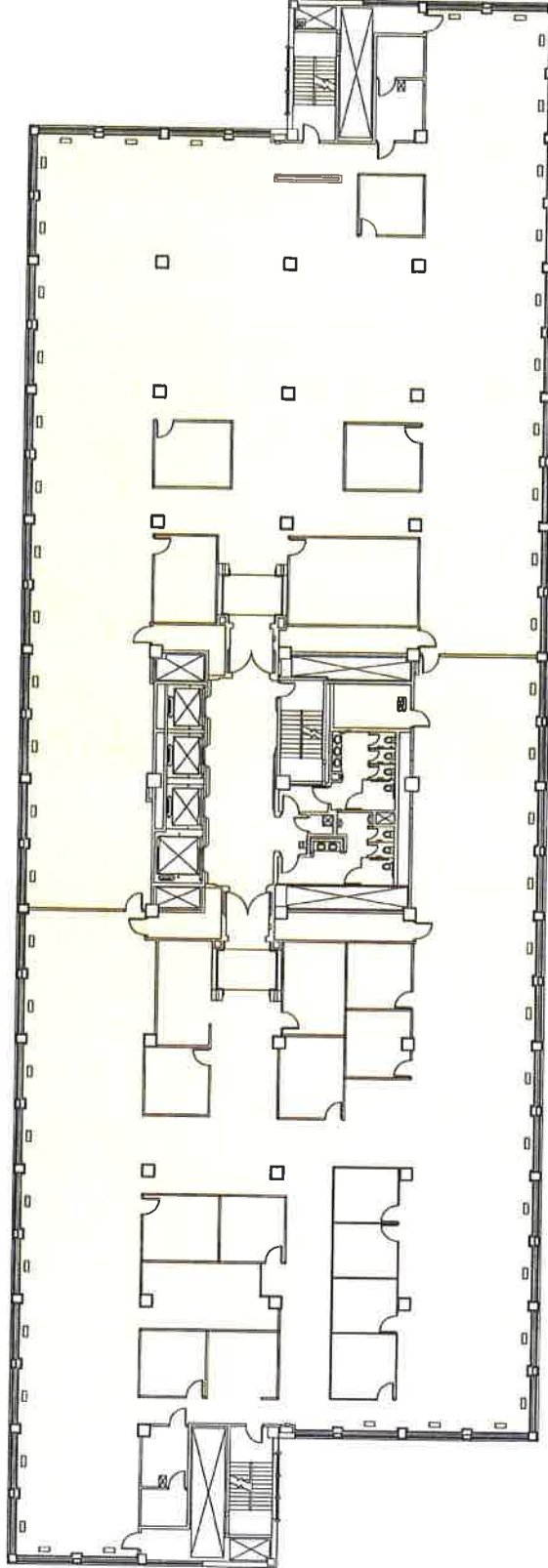
Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

6 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
22,866 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

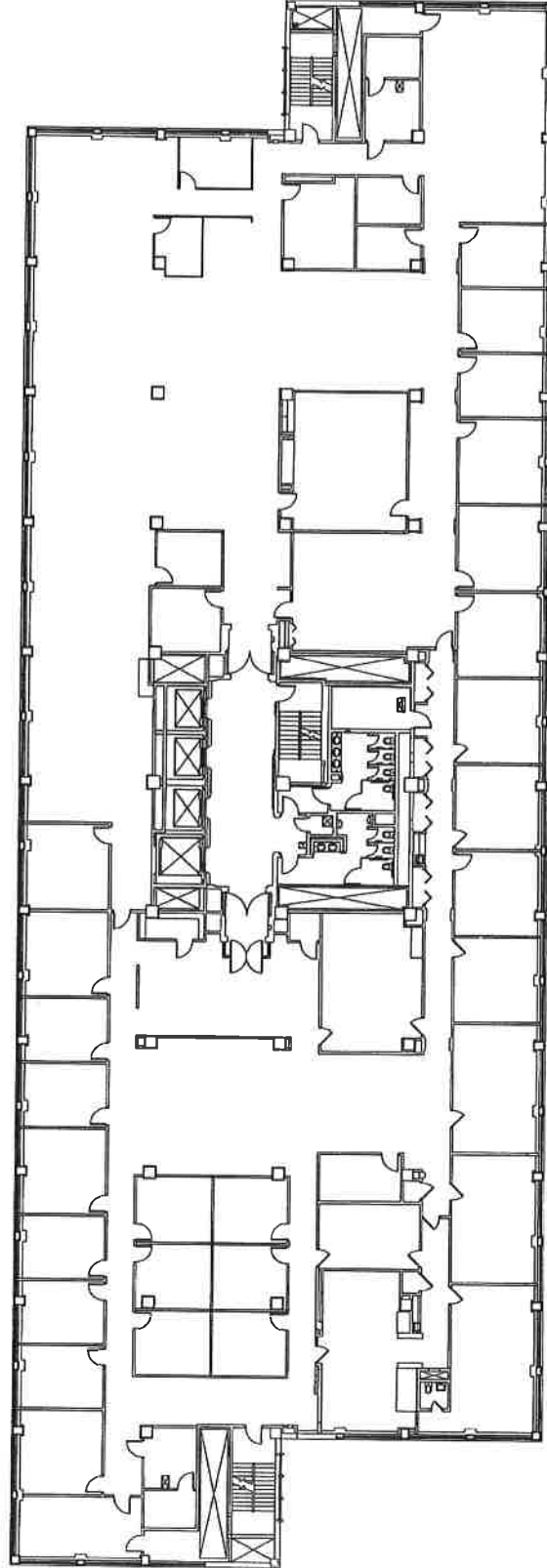
Notes / Remarks  
EX16/FY11 Item Renewal  
5/1/2011

Fourth Floor  
00231010562-04

Drawn By: J. Probst  
Checked By: C. Bergman  
Approved By:

7 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
□ 22,711 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

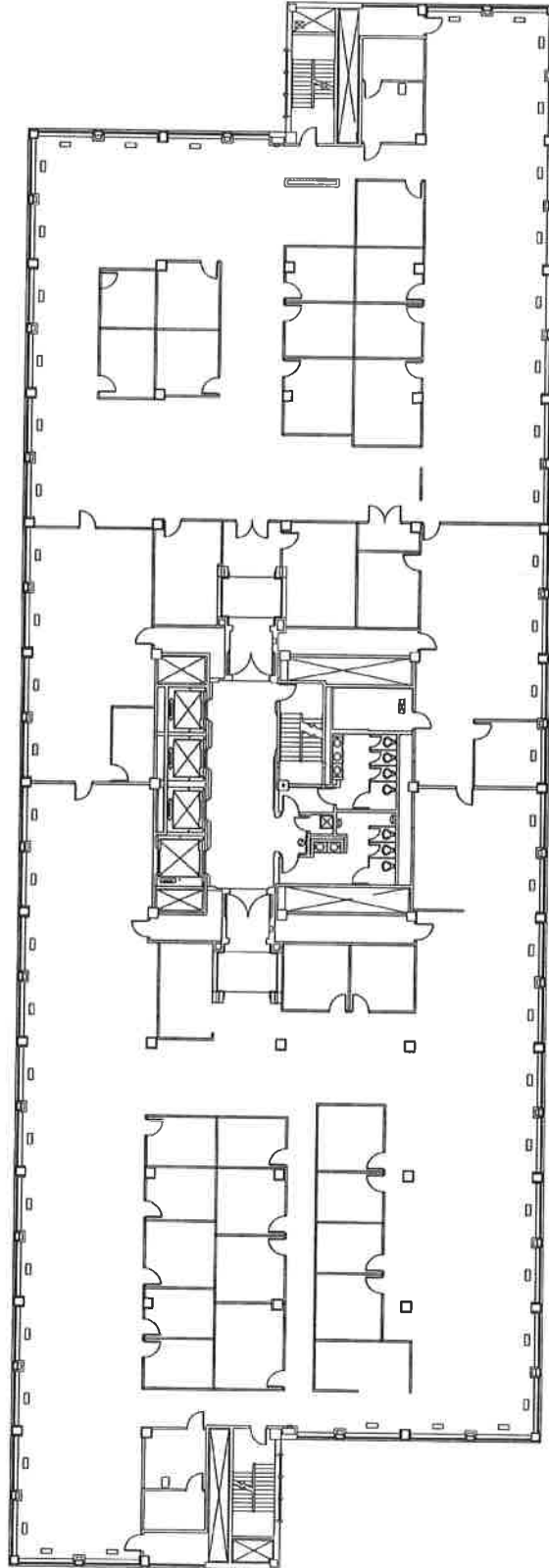
Notes / Remarks  
EX1116-FY17 Lease Renewal  
8/1/2015

Fifth Floor  
G0231010562-05

Drawn By: J. Profsch  
Checked By: C. Bergstrom  
Approved By:

8 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
22,936 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

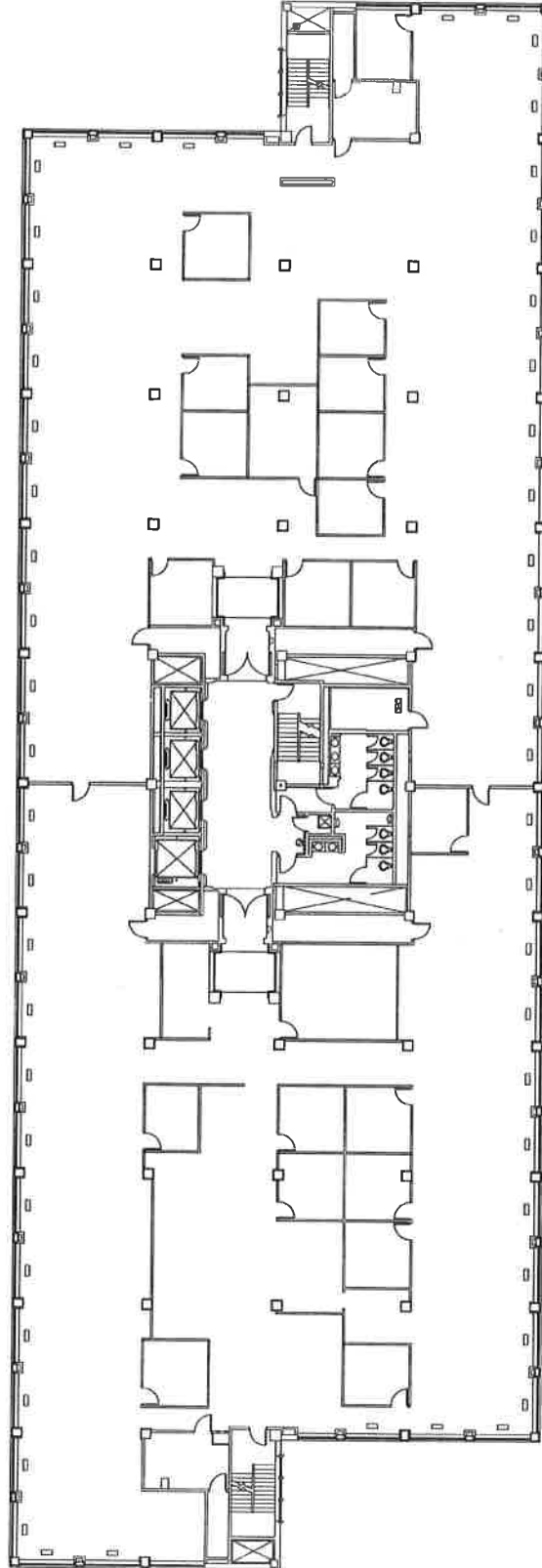
Notes / Remarks  
EX16-EX17 Lease Rework  
01/2015

Sixth Floor  
G0231010552-06

Drawn By: J. Pribash  
Checked By: C. Bergstrom  
Approved By:

9 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
23,278 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks

EX-165-17 Lease Renewal  
5/1/2015

Seventh Floor

00231010562-07

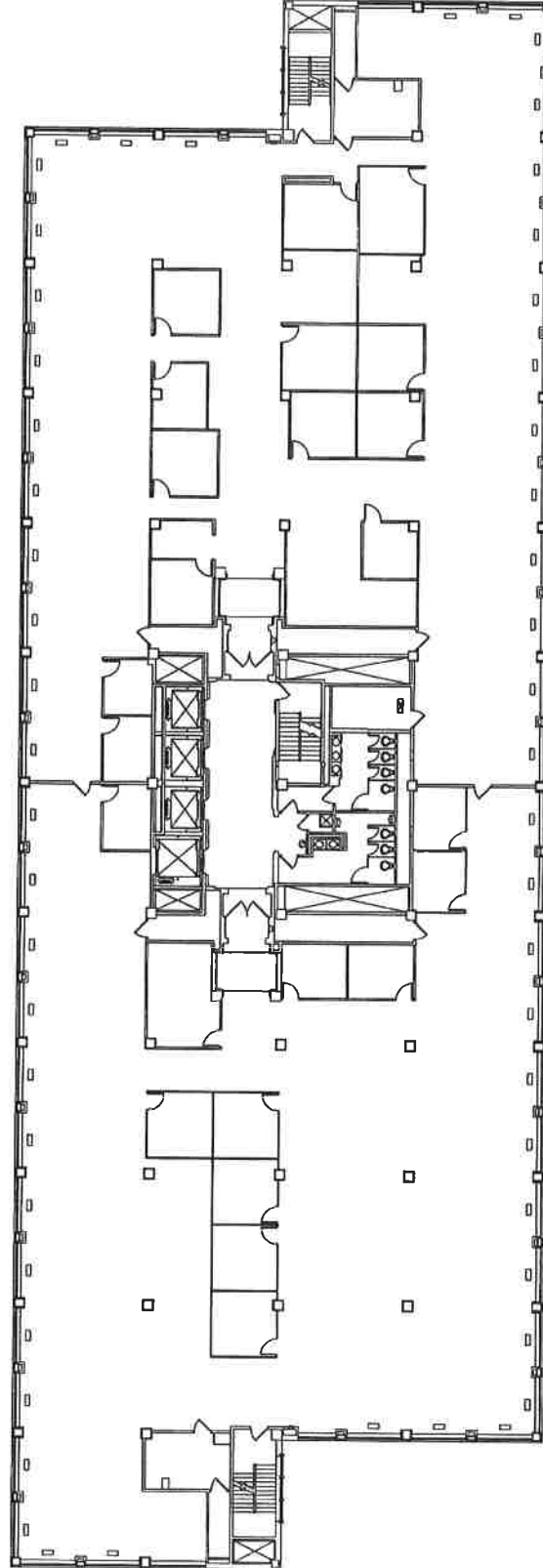
Drawn By: J. Prokash

Checked By: C. Bergman

Approved By:

10 of 13

EXHIBIT A



Department - Division  
Department of Transportation  
□ 23,253 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

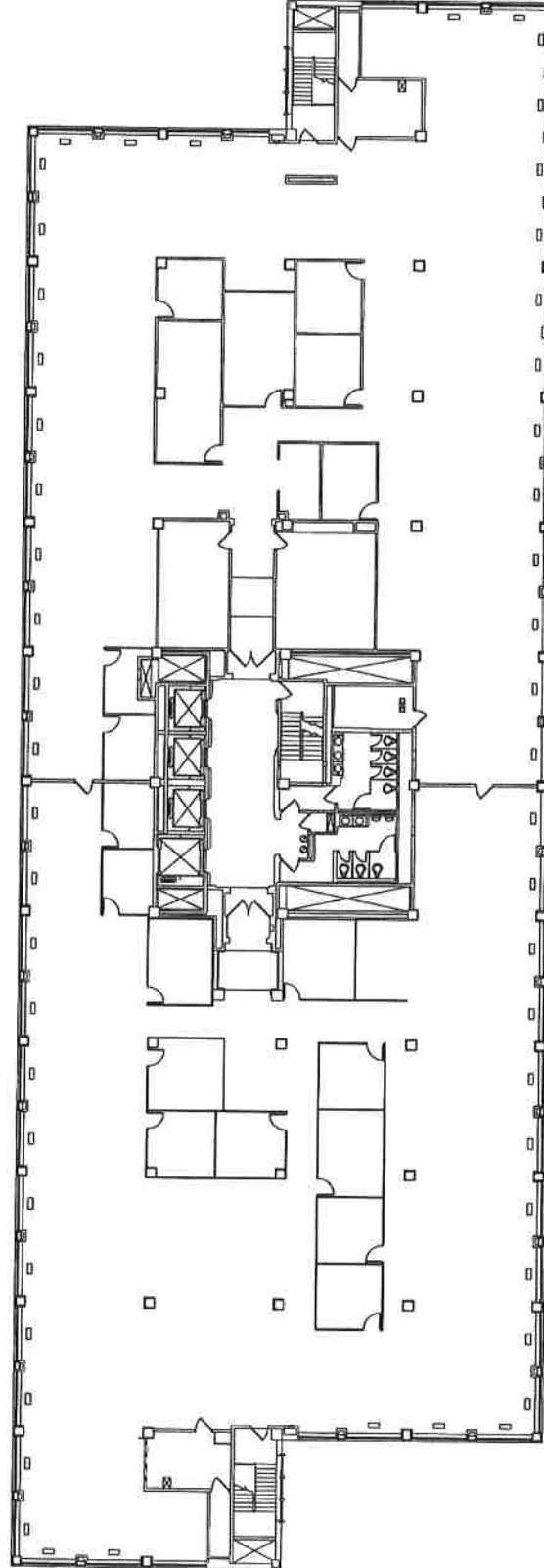
Notes / Remarks  
EX16EX17 Lease Renewal  
8/1/2015

Eighth Floor  
00231010562-08

Drawn By: J. Probst  
Checked By: C. Bergstrom  
Approved By:

11 of 11

# EXHIBIT A



Department - Division  
Department of Transportation  
23,126 Sq. Ft. Office



## I. DUTIES OF LANDLORD

- A. The Department of Administration, Facilities Management Division (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

1. **BUILDING MANAGEMENT SERVICES** LANDLORD shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality, general office, trash removal, recycling collection services, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact LANDLORD's Service Line or check website: [www.mn.gov/admin/government/buildings-grounds](http://www.mn.gov/admin/government/buildings-grounds) for more information. Terms and conditions in items b-f apply only when specific funds have not been appropriated for this purpose.
  - a. **Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing, of construction, remodeling or renovation work.
  - b. **Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability and uniformity.
  - c. **Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LANDLORD financial obligation shall not exceed contract amount. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, different color or quality of paint, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.
  - d. **Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not under State Contract, TENANT shall pay the portion above the State Contract rate. If TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.
  - e. **Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.
  - f. **Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund

accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT, or ADA accommodations.

**g. Mechanical/Operating Systems and Equipment Repair/Replacement Services**

LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned.

**h. Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during building operating hours.

**i. Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building.

**j. Keys** All keys must be provided by LANDLORD. LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement. LANDLORD may perform key audit every four (4) years.

**k. Security Services** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.

**l. Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD's discretion.

**m. Communication** LANDLORD shall coordinate with TENANT's key contact person regarding all Facilities Management managed work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall forward communication to tenants as appropriate. Reasonable coordination efforts shall be made by LANDLORD with TENANT's key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

**n. Insurance** LANDLORD insures the building structure only. Insuring contents is the responsibility of TENANT.

**o. Fire Detection, Alarm and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.

**p. Access to LANDLORD space** LANDLORD shall lock and secure all LANDLORD's electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.

**q. Solid Waste** LANDLORD shall remove solid waste from buildings on a daily basis.

## **2. UTILITY SERVICES**

**a. Heating, Ventilation and Air Conditioning** LANDLORD will maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions. For purposes hereof, the acceptable ranges of temperature are as follows:

- (i) From October 1 through April 30, between 70°F and 74°F. Temperature settings

will be lowered to 60°F to 62°F during periods outside of building operating hours.

- (ii) From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 85°F during periods outside of building operating hours.
  - (iii) Unless established to the contrary through a written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation.
  - (iv) LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LANDLORD as required by the application and the needs of the system. Unless established to the contrary in writing, in advance, air-handling systems will operate as required to maintain occupied space temperatures between building operating hours, Monday through Friday, excluding State holidays.
- b. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate domestic water and sewage facilities sufficient to serve its design population capacity.
- c. Electrical**
- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure for it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. Tenant-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT's need for extended hours of operation which required specialized electrical operation, are considered a special program needs and shall be the direct responsibility of TENANT at TENANT's cost. All TENANT equipment installation must be approved in accordance with the provisions of this lease with LANDLORD. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.
  - (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
  - (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a complex wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during 'off hours', nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during building operating hours.
  - (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonable possible.

### **3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

- a. Pursuant to Minnesota Statutes, Section 16B.24, subdivision 6 (d), LANDLORD shall provide space for common recycling materials.
- b. LANDLORD will provide common area recycle, compost and trash containers.
- c. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.
- d. LANDLORD is not responsible for confidential recycling.

**4. JANITORIAL SERVICES** The following janitorial services shall be provided by LANDLORD:

**a. Office Cleaning**

- |              |  |
|--------------|--|
| Daily:       | Empty common area recycle receptacles; replace liners.<br>Vacuum accessible carpeted main traffic aisles.<br>Pick up litter in remainder of other carpeted areas.<br>Spot clean carpeting.<br>Spot clean partitions/door glass.    |
| Weekly:      | Vacuum all carpeted areas.<br>Dust mop hard surface main traffic aisles.<br>Dust exposed areas on desks/credenzas/work surfaces.<br>Dust mop hard surface areas.<br>Wet mop hard surface areas.<br>Detail/dust areas below 6 feet. |
| Monthly:     | Spot clean walls and doors.  |
| Semi-Annual: | Dust door frames.<br>Dust accessible exterior window blinds, where applicable.<br>Clean ceiling vents (up to 10 feet).<br>Clean carpeted traffic aisles.   |
| Annually:    | Clean carpet. May be extraction, tip clean or rotary shampoo.  |

NOTE: Detail dusting in an office setting shall be done only in accessible areas if it can be done without the risk of damage to property. LANDLORD shall not move personal items and electronic equipment to clean or dust. LANDLORD shall trash only waste receptacles and items in common areas that are clearly marked ‘trash’.

**b. Lobby/Entrance Cleaning**

- |         |  |
|---------|--|
| Daily:  | Empty/spot clean common area recycle receptacles.<br>Sweep hard surface floors.<br>Wet mop hard surface floors.<br>Clean walk-off mats.<br>Clean door glass; spot clean adjacent glass.<br>Vacuum carpet.<br>Clean entire interior and exterior of elevators.<br>Sweep/vacuum/wet mop non-enclosed stairways.<br>Check/spot clean directories. |
| Weekly: | Detail/dust areas below 6 feet.<br>Spot clean plate glass windows.<br>Clean and/or polish stairway handrails.<br>Clean thresholds.<br>Check/arrange and spot clean public area furniture.<br>Clean kick plates, push plates, and door frames.<br>Spot clean walls.   |



As Needed:       Scrub and coat hard surface floors.  
Strip, seal and finish hard surface floors.  
Buff/burnish accessible hard surface floors.  
Spot clean carpet.

**c.    Hard surface Floor Care- Common Areas**

Daily:             Dust mop wall to wall.  
Spot mop spills/splashes.

Weekly:           Wet mop/auto scrub floor surfaces.  
Buff/burnish floors.

As Needed:       Heavy scrub and recoat floor finish.  
Strip, seal and finish hard surface floors.

**d.    Hard Surface Floor Care-Work Areas**

Daily:             Dust accessible areas.  
Wet mop other areas.

Weekly:           Dust mop wall to wall.  
Wet mop/auto scrub wall to wall.  
Buff/burnish accessible floor areas.

As Needed:       Heavy scrub and recoat floors.  
Strip, seal and finish.

**e.    Restroom Cleaning**

Daily:             Check, resupply stock.  
Clean mirrors  
Clean stock dispenser.  
Empty trash and organics containers, including sanitary disposal  
units; clean receptacles.  
Clean and sanitize toilets, urinals, sinks and countertops.  
Clean stainless steel and chrome.  
Spot clean doors, both sides.  
Spot clean walls with special emphasis around dispensers, sinks and  
urinals.  
Wet mop floor with sanitizing detergent.

Monthly:          Machine scrub floors.  
Sanitize waste receptacles.

Semi-Annual:     Wall to wall deep clean cycling, including all walls, partitions, fixtures  
and floors.

**f.    Shower room/stall cleaning**

Daily:             Inspect, touchup and wipe down fixtures.  
Remove debris on finishes and fixtures.

Weekly:           Power wash shower room walls and floors with disinfectant cleaner.  
Clean and disinfect all shower room fixtures.

**g.    Miscellaneous**

Daily:             Sanitize drinking fountains.  
Spot check interior stairwells.  
Remove unapproved or outdated posters/bulletins.

Weekly:           Dust hallway fixtures, i.e., pictures, fire extinguishers.

As Needed:       Wet mop hard surface stairwell risers and landings.  
Clean ceiling light diffusers and exhaust fans in elevator cars.  
Clean janitorial closets.  
Dust stairwell railings.  
Vacuum upholstered furniture.

- B.** The Department of Administration, Real Estate and Construction Services (RECS) shall be responsible for:
1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.
  2. Preparation and processing of lease documents.

## **II. DUTIES OF TENANT**

**A. TRANSFERABILITY** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

**B. DESIGNATED STAFF PERSON** TENANT will designate at least one (1) key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD's Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least one (1) key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.

**C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

1. TENANT agrees to:
  - a. Ensure TENANT's employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
  - b. Arrange and pay for recycling of confidential materials.
  - c. Ensure recyclables do not contain contaminating materials.
  - d. Use recycling containers and equipment only for designated recycling purposes.
  - e. Direct general waste and recycling questions to LANDLORD's Building Manager or designee.
  - f. Transfer recycling materials from desk side containers to common area collection containers.
  - g. Provide a designated Champion for recycling communications and compliance.
  - h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.

**D. HAZADOUS WASTE**

1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdictions hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.

2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT's expense.

**E. ELECTRONIC DEVICES AND FURNITURE** TENANT is responsible for TENANT's owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT's expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15<sup>th</sup> of January the subsequent calendar year for which the recycling took place.

**F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES** Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD, 2. Utility Services).

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

a. TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

3. TENANT will ensure optimal use of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use.

4. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal office environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.

5. TENANT will provide reasonable accommodations for LANDLORD to perform scheduled after hour outages.

**G. USE OF LEASED PREMISES**

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles are prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact LANDLORD's Service Line to request access.

3. TENANT agrees to consider all common areas in the building not located within the Leased Premises including entrances and lobbies, as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT's staff or private vendor(s) for solicitation or sales. Contact

LANDLORD's Service Line for more information regarding special events and rules governing them.

4. TENANT agrees that conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces and shall only use them for State sponsored events. Such public conference rooms shall not be used by TENANT, TENANT's staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

TENANT agreed that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding areas.

6. TENANT agrees to maintain the Leased Premises in a reasonable safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT shall fund any additional pest control services outside the regular maintenance program. To aide with pest management, TENANT shall keep all food items in sealed containers.

8. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels, and other pests from entering.

9. TENANT is responsible for all interior ADA accommodations.

#### **H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT's programs or operation shall be the responsibility of TENANT to operate, maintain, repair, replace and remove. Any structural or other damage to the Leased Premises resulting from TENANT's equipment shall be remedied by TENANT at TENANT's expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT's expense. LANDLORD may at its discretion, following the execution of an written agreement, be contracted to maintain, service, repair and replace such TENANT's equipment at TENANT's cost on a fee-for-service basis through LANDLORD's Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT's equipment at TENANT's cost on a fee for services basis through LANDLORD's Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report as required.

3. TENANT shall ensure that equipment owned by TENANT such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum efficiency.

I. **KEYS** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD's Repair and Other Jobs activity. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense.

J. **SECURITY SERVICES** TENANT shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including duress devices, emergency call boxes, access control devices, and cameras.

#### **K. SIGNAGE**

1. Identification of space within Leased Premises is the responsibility of the TENANT.



2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the building, through the windows or visible from the halls or other common areas of the building, unless prior written approval for the signs has been secured from the LANDLORD.

**L. BUILDING MANAGEMENT SERVICES** TENANT will pay all invoices when previously agreed in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

**M. COMMUNICATION**

1. TENANT shall submit TENANT initiated building postings to LANDLORD's Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.

2. TENANT shall forward LANDLORD's communication to TENANT agency team members as appropriate.

**N. MODIFICATIONS TO LEASED PREMISES**

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD or their designee. Implementation of the work shall be performed either by:

- a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.
- b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD's option, be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT's expense.

**O. PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters, humidifiers, bicycles, scooters or segways are not allowed inside the buildings or tunnels.

**P. CONTENT LIABILITY AND INSURANCE** Liability for damages to TENANT property is at TENANT's discretion and cost in all instances, including but not limited to, natural disasters, protests, fire and damage from building system failures.

**Q. PLANTS** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages or air quality issues as a result of plants.

**R. EMERGENCIES**

1. TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

2. In accordance with M.S.16B.04 subdivision 2 (4) and 2 (5) and M.S.16B.24 subdivision 1 and in the event of a LANDLORD declared emergency, TENANT hereby agrees that any vacant office or meeting spaces within its Leased Premises may be temporarily reassigned to other agencies until the emergency is declared satisfied by the Commissioner of Administration. Lease billing adjustments for the temporarily reassigned space will be made accordingly by the LANDLORD.

**S. ANIMALS** Animals are not allowed inside LANDLORD managed facilities.

**T. ADA ACCOMMODATIONS** Animals, equipment and materials that are necessary to provide reasonable accommodations must be approved by TENANT agency's Human Resources and LANDLORD.

LEASE NO. **807**

FISCAL YEAR: 22-23

DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) Transportation	
BUILDING NAME/ADDRESS Transportation Building, 395 John Ireland Boulevard	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LANDLORD grants and TENANT accepts the lease of two hundred fifty five thousand three hundred forty (255,340) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:
- | Level/Suite No. | Square Feet | Use     |
|-----------------|-------------|---------|
| Basement        | 25,668      | Office  |
| Basement        | 2,238       | Storage |
| Ground          | 19,749      | Office  |
| Ground          | 2,373       | Shared  |
| First           | 44,296      | Office  |
| Second          | 22,821      | Office  |
| Third           | 22,866      | Office  |
| Fourth          | 22,711      | Office  |
| Fifth           | 22,936      | Office  |
| Sixth           | 23,278      | Office  |
| Seventh         | 23,278      | Office  |
| Eighth          | 23,126      | Office  |
| TOTAL           | 255,340     |         |
2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2021 and continuing through June 30, 2023.
3. **RENT** TENANT agrees to pay to LANDLORD rent in accordance with the rent schedule set forth below:

FY: 22	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/21- 6/30/22	Basement	25,668		\$20.35		\$43,528.65	\$130,585.95	\$522,343.80
	Basement		2,238		\$8.00	\$1,492.00	\$4,476.00	\$17,904.00
	Ground	22,122		\$20.35		\$37,515.23	\$112,545.69	\$450,182.76
	First	44,296		\$20.35		\$75,118.63	\$225,355.89	\$901,423.56
	Second	22,821		\$20.35		\$38,700.61	\$116,101.83	\$464,407.32
	Third	22,866		\$20.35		\$38,776.93	\$116,330.79	\$465,323.16
	Fourth	22,711		\$20.35		\$38,514.07	\$115,542.21	\$462,168.84
	Fifth	22,936		\$20.35		\$38,895.63	\$116,686.89	\$466,747.56
	Sixth	23,278		\$20.35		\$39,475.61	\$118,426.83	\$473,707.32
	Seventh	23,278		\$20.35		\$39,475.61	\$118,426.83	\$473,707.32
	Eighth	23,126		\$20.35		\$39,217.84	\$117,653.52	\$470,614.08
TOTAL		253,102	2,238			\$430,710.81	\$1,292,132.43	\$5,168,529.72

FY: 23	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/22 - 6/30/23	Basement	25,668		\$21.25		\$45,453.75	\$136,361.25	\$545,445.00
	Basement		2,238		\$8.00	\$1,492.00	\$4,476.00	\$17,904.00
	Ground	22,122		\$21.25		\$39,174.38	\$117,523.14	\$470,092.56
	First	44,296		\$21.25		\$78,440.83	\$235,322.49	\$941,289.96
	Second	22,821		\$21.25		\$40,412.19	\$121,236.57	\$484,946.28
	Third	22,866		\$21.25		\$40,491.88	\$121,475.64	\$485,902.56
	Fourth	22,711		\$21.25		\$40,217.40	\$120,652.20	\$482,608.80
	Fifth	22,936		\$21.25		\$40,615.83	\$121,847.49	\$487,389.96
	Sixth	23,278		\$21.25		\$41,221.46	\$123,664.38	\$494,657.52
	Seventh	23,278		\$21.25		\$41,221.46	\$123,664.38	\$494,657.52
	Eighth	23,126		\$21.25		\$40,952.29	\$122,856.87	\$491,427.48
TOTAL		253,102	2,238			\$449,693.47	\$1,349,080.41	\$5,396,321.64

4. **DUTIES OF LANDLORD AND TENANT** See Exhibit B.
5. **TENANT ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.
6. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_  
REAL ESTATE AND CONSTRUCTION SERVICES

Date \_\_\_\_\_


TENANT:  
TRANSPORTATION

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
FACILITIES MANAGEMENT DIVISION

By  **Kari Suchy**  
C6DA9ECA3837416...

Title Business Operations Manager

Date 6/17/2021

STATE ENCUMBRANCE VERIFICATION  
*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT Contract No.: \_\_\_\_\_

SWIFT Purchase Order No. \_\_\_\_\_

MnDOT CONTRACT MANAGEMENT  
(As to Form and Execution)

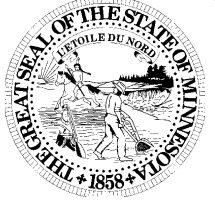
By: \_\_\_\_\_

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

# EXHIBIT A



Lease #807  
Department of Transportation  
25,668 Sq. Ft. Office  
2,238 Sq. Ft. Storage



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

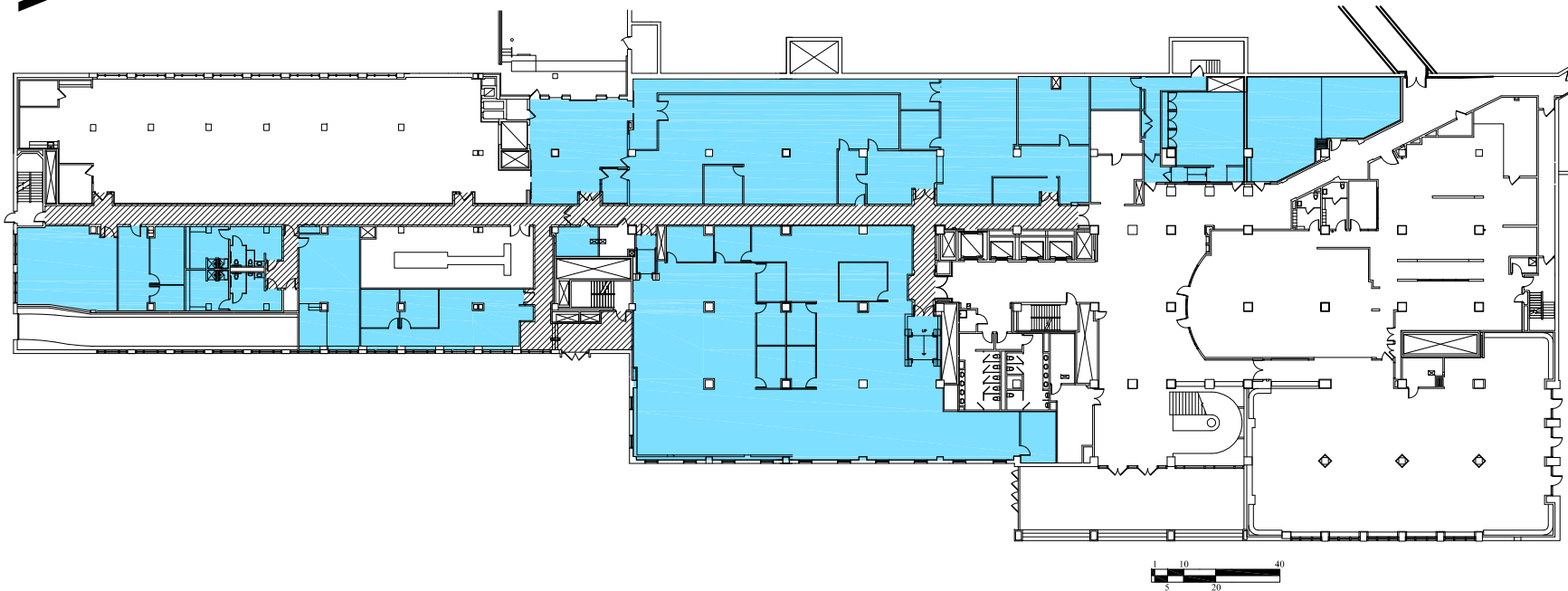
Transportation  
Building  
310105

Notes / Remarks  
FY22-FY23 Lease Renewal  
10/5/2020


Basement  
G0231010562-LL


Drawn By: C. Bergstrom  
Checked By:  
Approved By:



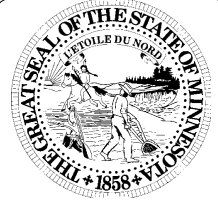
**EXHIBIT A**

Lease #807

Department of Transportation
 19,749 Sq. Ft. Office

 2,373 Sq. Ft. Shared Office

22,122 Total Sq. Ft. Office



State  
of  
Minnesota

Department  
of  
Administration

Real Estate and  
Construction  
Services

Transportation  
Building

310105

Notes / Remarks

FY22-23 Lease Renewal  
10/5/2020

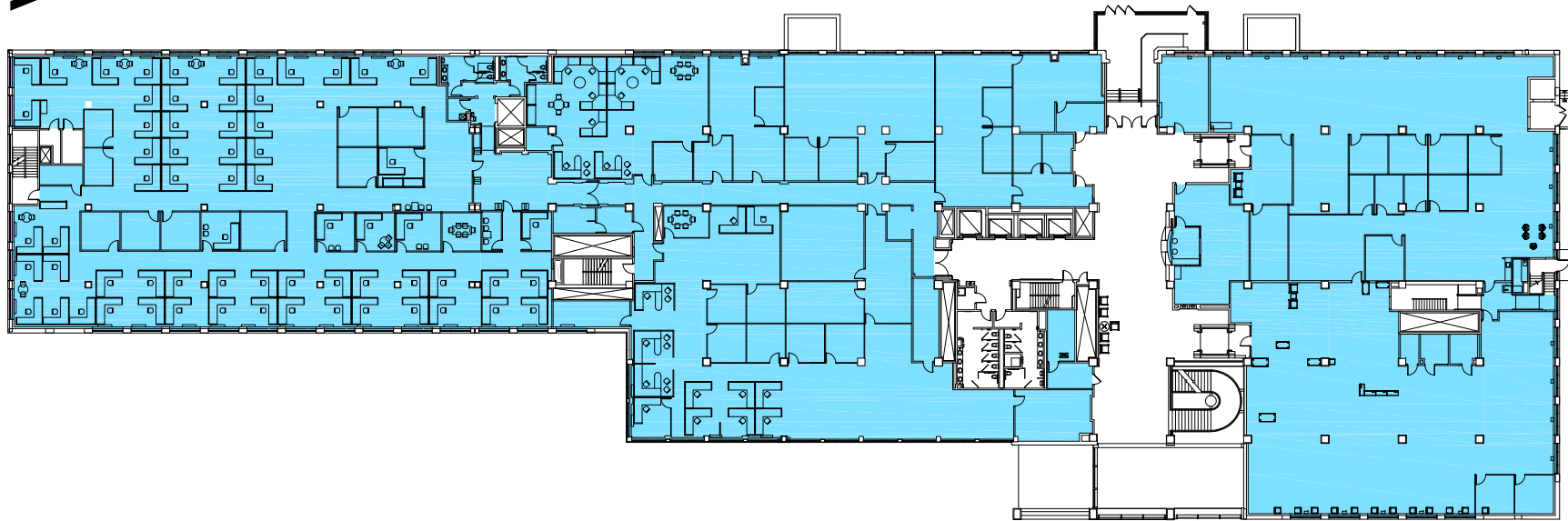
Ground Floor

G0231010562-GR

Drawn By: C. Bergstrom

Checked By:

Approved By:

**EXHIBIT A**

Lease #807  
Department of Transportation  
 44,296 Sq. Ft. Office



State  
 of  
 Minnesota

Department  
 of  
 Administration

Real Estate and  
 Construction  
 Services

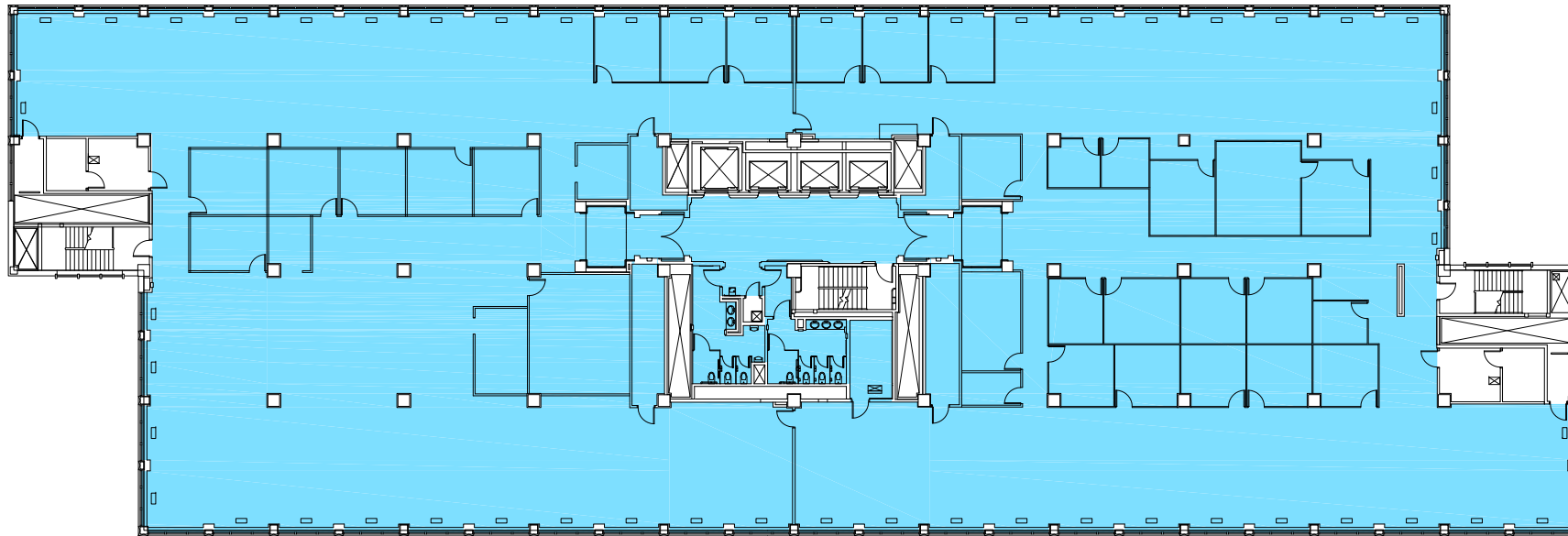
Transportation  
 Building  
 310105

Notes / Remarks  
 FY22-FY23 Lease Renewal  
 10/5/2020

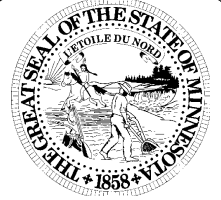
First Floor

G0231010562-01

Drawn By: C. Bergstrom  
 Checked By:  
 Approved By:

**EXHIBIT A**

Lease #807  
Department of Transportation  
 22,821 Sq. Ft. Office



State  
 of  
 Minnesota

Department  
 of  
 Administration

Real Estate and  
 Construction  
 Services

Transportation  
 Building  
 310105

## Notes / Remarks

FY22-FY23 Lease Renewal  
 10/5/2020

Second Floor

G0231010562-02

Drawn By: C. Bergstrom

Checked By:

Approved By:



## Real Estate and Construction Services

310105

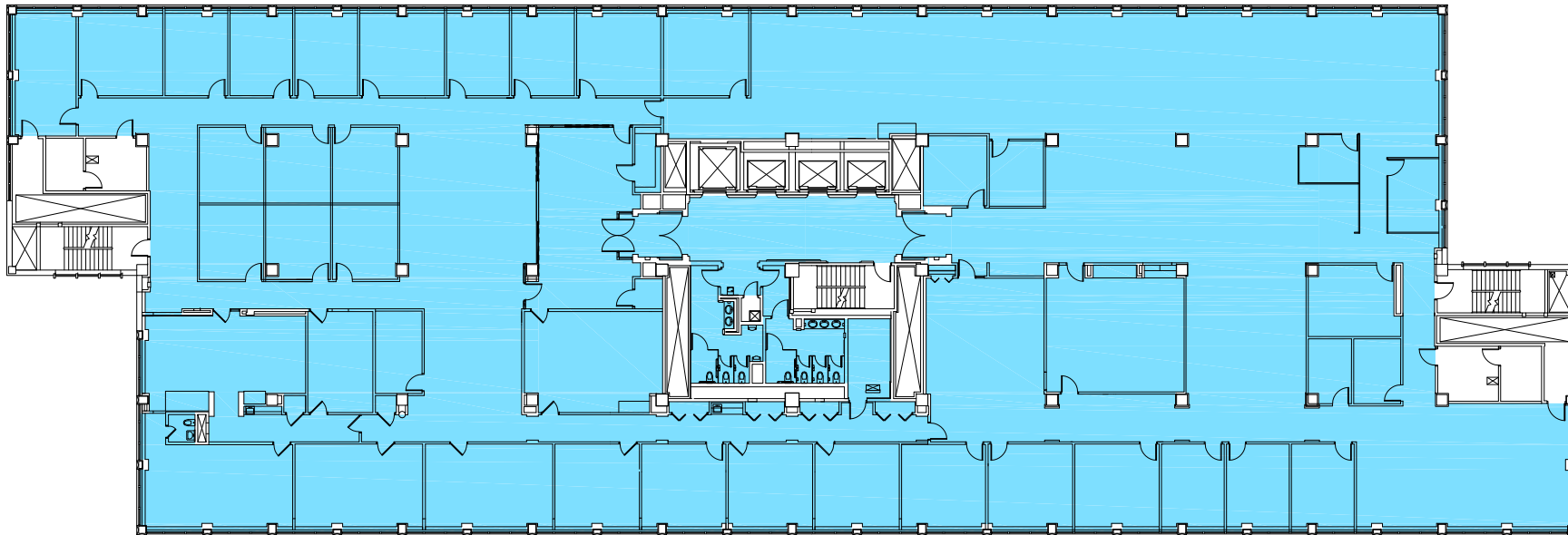
[illegible]

G0231010562-03

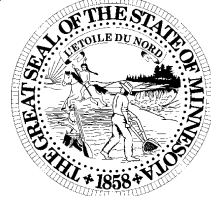
Page 7 of 25

22,866 Sq. Ft. Office



**EXHIBIT A**

Lease #807  
Department of Transportation  
 22,711 Sq. Ft. Office



State  
 of  
 Minnesota

Department  
 of  
 Administration

Real Estate and  
 Construction  
 Services

Transportation  
 Building  
 310105

## Notes / Remarks

FY22-FY23 Lease Renewal  
 10/5/2020

Fourth Floor

G0231010562-04

Drawn By: C. Bergstrom

Checked By:

Approved By:



## Real Estate and Construction Services

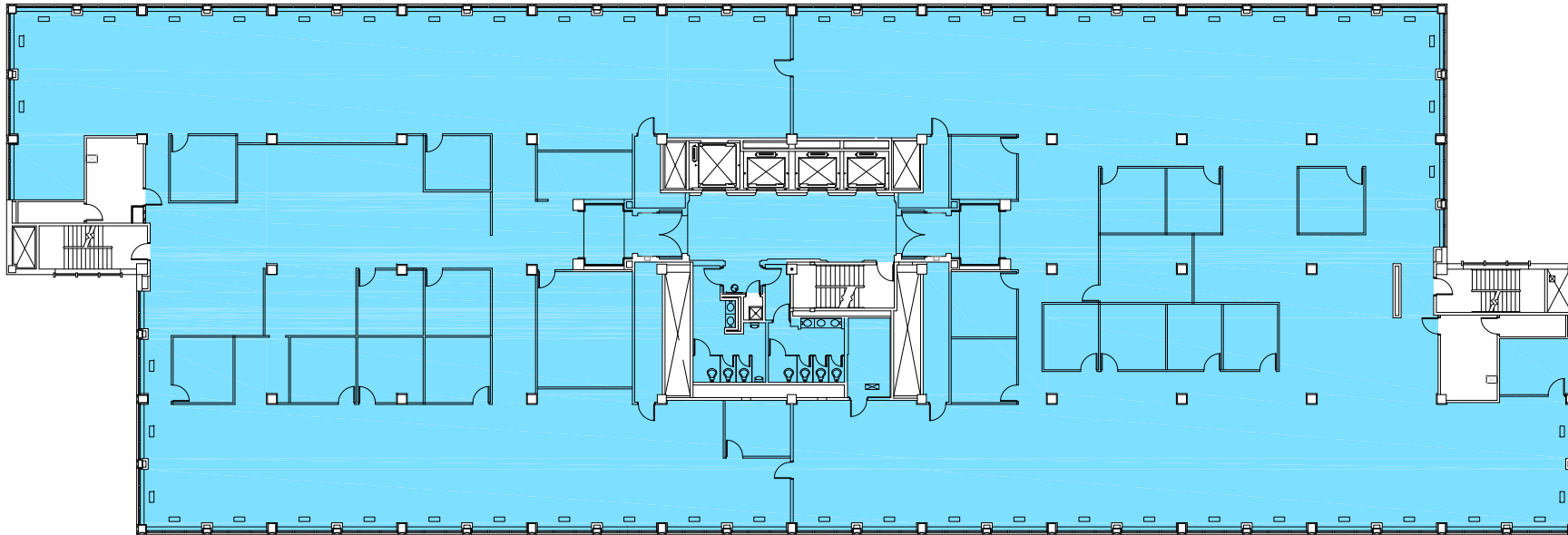
310105

[illegible]

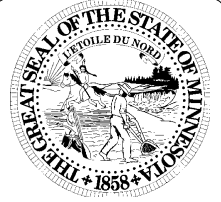
G0231010562-05

Page 9 of 25  
1 of 1

22,936 Sq. Ft. Office

**EXHIBIT A**

Lease #807  
Department of Transportation  
 23,278 Sq. Ft. Office



State  
 of  
 Minnesota

Department  
 of  
 Administration

Real Estate and  
 Construction  
 Services

Transportation  
 Building  
 310105

Notes / Remarks  
 FY22-FY23 Lease Renewal  
 10/5/2020

Sixth Floor

G0231010562-06

Drawn By: C. Bergstrom  
 Checked By:  
 Approved By:



## Real Estate and Construction Services

310105

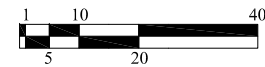
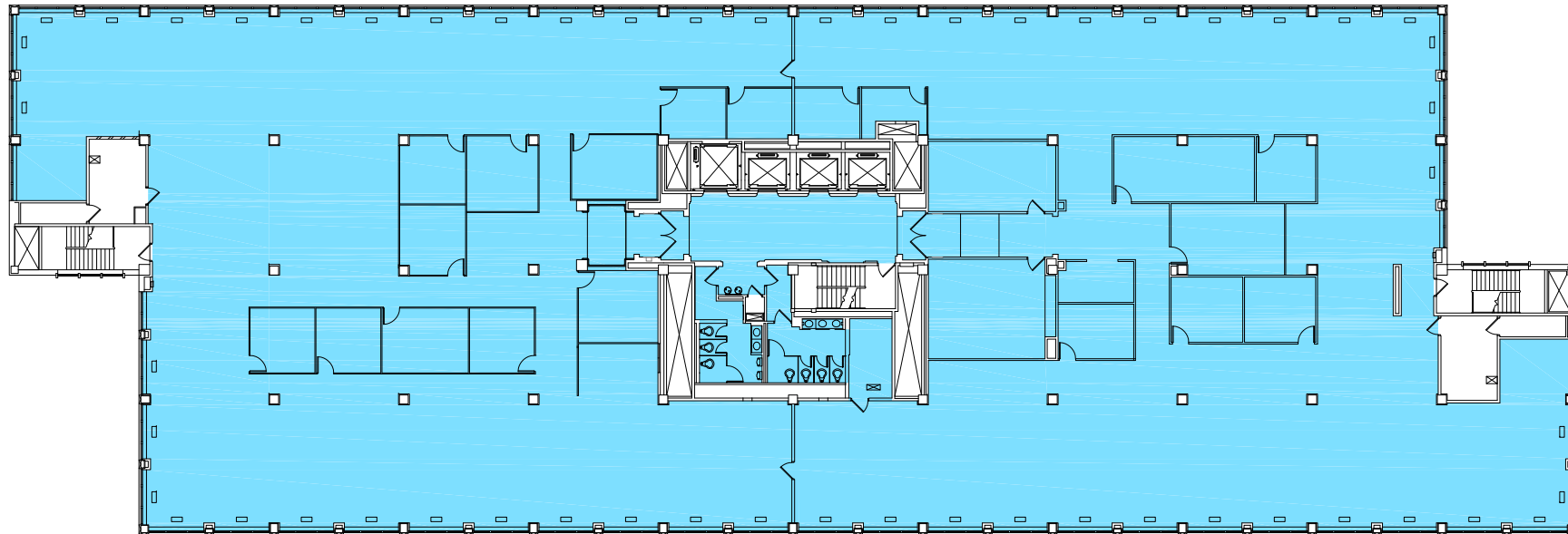
[illegible]

G0231010562-07

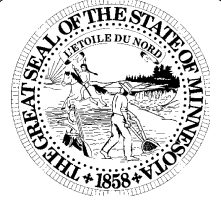
Page 11 of 25

23,278 Sq. Ft. Office



**EXHIBIT A**

Lease #807  
Department of Transportation  
 23,126 Sq. Ft. Office



State  
 of  
 Minnesota

Department  
 of  
 Administration

Real Estate and  
 Construction  
 Services

Transportation  
 Building

310105

Notes / Remarks

FY22-FY23 Lease Renewal  
 10/5/2020

Eighth Floor

G0231010562-08

Drawn By: C. Bergstrom

Checked By:

Approved By:

## I. DUTIES OF LANDLORD

A. The Department of Administration, Facilities Management Division (hereinafter referred to as LANDLORD) shall be responsible for delivery of consistent, quality services to ensure clean, safe and environmentally sound buildings, grounds and operations by providing the following services:

1. **BUILDING MANAGEMENT SERVICES** LANDLORD shall designate a Building Manager to oversee all LANDLORD responsibilities as outlined in this agreement. The Building Manager shall be the contact person for all building-related work and concerns. TENANT should contact LANDLORD's Service Line or check the website: [www.mn.gov/admin/government/buildings-grounds](http://www.mn.gov/admin/government/buildings-grounds) for more information. Terms and conditions in items b-f below apply only when specific funds have not been appropriated for this purpose.
  - a. **Construction, Remodeling and Renovation Work** LANDLORD shall inform TENANT in advance and in writing, of construction, remodeling or renovation work.
  - b. **Carpet Replacement** LANDLORD shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Carpet deemed unsafe by LANDLORD shall be repaired or replaced. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LANDLORD. Selection by TENANT shall be made from LANDLORD sample selections. If TENANT desires carpet and LANDLORD does not have funding available, TENANT has the option of funding the purchase. LANDLORD will contract, install and invoice TENANT. Colors and quality selection must be approved in advance and in writing by LANDLORD to ensure durability, maintainability and uniformity.
  - c. **Interior Decoration** LANDLORD shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. LANDLORD financial obligation shall not exceed state contract amount. Painting is expected to have a minimum useful life of twelve (12) years under normal use and periodic touchups. Selection shall be made by TENANT from LANDLORD sample selections. If TENANT desires a different type of wall treatment, a color not on LANDLORD'S standard palette, or higher quality of paint, LANDLORD will contract and invoice TENANT. LANDLORD shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability, design integrity, and uniformity.
  - d. **Window Treatments** LANDLORD shall repair or replace building exterior envelope window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination to repair or replace is to be made at the discretion of LANDLORD. Exterior envelope window treatments will be selected from the State Contract. If TENANT chooses to select a different exterior envelope window treatment that is not under State Contract, TENANT shall pay the portion above the State Contract rate. If

TENANT desires a different type of window treatment and is willing to fund the difference, LANDLORD will contract and invoice the TENANT. Colors and quality selection must be approved in writing by LANDLORD to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of TENANT and any related costs shall be borne by TENANT.

- e. **Ceiling Tiles** LANDLORD shall replace damaged or stained ceiling tiles, determined at discretion of LANDLORD.
- f. **Leased Premises** To make space suitable for new tenants, LANDLORD shall provide the treatments and finishes outlined above dependent upon available funding. LANDLORD shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LANDLORD. LANDLORD shall not fund accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT, or ADA accommodations.
- g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned.
- h. **Grounds Maintenance Services** LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during building operating hours.
- i. **Integrated Pest Management Services** LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building.
- j. **Keys and Locks** LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. Additional keys will be furnished by LANDLORD upon a signed request by TENANT and at TENANT'S expense. TENANT shall not duplicate keys at any time. Locking hardware can only be altered, added, and or rekeyed by LANDLORD. TENANT must keep a current log of each key and holder for security purposes. LANDLORD may perform security audit of each key and key holder every two (2) years. If TENANT loses or misplaces any key(s) to the Building, LANDLORD shall, in LANDLORD'S sole discretion, either replace said key(s) or re-key such locks as may be affected, and TENANT shall reimburse LANDLORD for all such costs or re-keying and/or replacement. All keys must be returned and accounted for with LANDLORD upon termination of lease. In the case all keys are not returned, TENANT will be responsible for reimbursing LANDLORD the cost for keys and lock rekeying services.
- k. **Security Services** In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.

- l. Signage** LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD's discretion after consulting with TENANT.
- m. Communication** LANDLORD shall coordinate with TENANT's key contact(s) regarding all Facilities Management work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall forward communication to tenants as appropriate. Reasonable coordination efforts shall be made by LANDLORD with TENANT's key contact(s) to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. Insurance** LANDLORD insures the building structure only. Insuring contents is the responsibility of TENANT.
- o. Fire Detection, Alarm, and Suppression Systems** LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.
- p. Access to LANDLORD space** LANDLORD shall lock and secure all LANDLORD's electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.
- q. Solid Waste** LANDLORD shall remove solid waste from buildings on a daily basis.

## **2. UTILITY SERVICES**

- a. Heating, Ventilation, and Air Conditioning** LANDLORD will maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions. For purposes hereof, the acceptable ranges of temperature are as follows:

  - (i) From October 1 through April 30, between 70°F and 74°F. Temperature settings will be lowered to 60°F to 62°F during periods outside of building operating hours.
  - (ii) From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 85°F during periods outside of building operating hours.
  - (iii) Unless established to the contrary through a written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation.
  - (iv) LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.)



Standard 62.1- 2019. All supply air shall be filtered in accordance with ASHRAE Standard 52.2- 2017 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LANDLORD as required by the application and the needs of the system. Unless established to the contrary in writing, in advance, air-handling systems will operate as required to maintain occupied space temperatures between building operating hours, Monday through Friday, excluding State holidays or deemed necessary by LANDLORD.

- b. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate domestic water and sewage facilities sufficient to serve its design population capacity.
- c. Electrical**
  - (i) LANDLORD shall provide the Leased Premises with electrical infrastructure for it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. Tenant-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT's need for extended hours of operation which requires specialized electrical operation, are considered a special program need and shall be the direct responsibility of TENANT at TENANT's cost. All TENANT equipment installation must be approved in accordance with the provisions of this lease with LANDLORD. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.
  - (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
  - (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled as necessary. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during 'off hours', nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency, the LANDLORD reserves the right to interrupt electrical services as required during building operating hours.

- (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

**3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

- a. Pursuant to Minnesota Statutes, Section 16B.24, subdivision 6 (d), LANDLORD shall provide space for common recycling materials.
- b. LANDLORD will provide common area recycle, compost and trash containers.
- c. LANDLORD shall provide general recycling services limited to the collection of common area recycling containers. LANDLORD will transport TENANT provided collection containers from the Leased Premises to a holding area. LANDLORD shall return container to the common recycling areas in the Leased Premises.
- d. LANDLORD is not responsible for confidential recycling.

**4. JANITORIAL SERVICES** The following janitorial services shall be provided by LANDLORD:

**a. Office Cleaning**

- |              |  |
|--------------|--|
| Daily:       | Empty common area recycle receptacles; replace liners.<br>Vacuum accessible carpeted main traffic aisles.<br>Pick up litter in remainder of other carpeted areas.<br>Spot clean carpeting.<br>Spot clean partitions/door glass.    |
| Weekly:      | Vacuum all carpeted areas.<br>Dust mop hard surface main traffic aisles.<br>Dust exposed areas on desks/credenzas/work surfaces.<br>Dust mop hard surface areas.<br>Wet mop hard surface areas.<br>Detail/dust areas below 6 feet. |
| Monthly:     | Spot clean walls and doors.  |
| Semi-Annual: | Dust door frames.<br>Dust accessible exterior window blinds, where applicable.<br>Clean ceiling vents (up to 10 feet).<br>Clean carpeted traffic aisles.   |
| Annually:    | Clean carpet. May be extraction, tip clean or rotary shampoo.  |

NOTE: Detail dusting in an office setting shall be done only in accessible areas if it can be done without the risk of damage to property. LANDLORD shall not move items

to dust. LANDLORD shall empty only waste receptacles and items in common areas that are clearly marked 'trash'.

**b. Lobby/Entrance Cleaning**

- |            |  |
|------------|--|
| Daily:     | Empty/spot clean common area recycle receptacles.<br>Sweep hard surface floors.<br>Wet mop hard surface floors.<br>Clean walk-off mats.<br>Clean door glass; spot clean adjacent glass.<br>Vacuum carpet.<br>Clean entire interior and exterior of elevators.<br>Sweep/vacuum/wet mop non-enclosed stairways.<br>Check/spot clean directories. |
| Weekly:    | Detail/dust areas below 6 feet.<br>Spot clean plate glass windows.<br>Clean and/or polish stairway handrails.<br>Clean thresholds.<br>Check/arrange and spot clean public area furniture.<br>Clean kick plates, push plates, and door frames.<br>Spot clean walls.   |
| As Needed: | Scrub and coat hard surface floors.<br>Strip, seal and finish hard surface floors.<br>Buff/burnish accessible hard surface floors.<br>Spot clean carpet.   |

**c. Hard surface Floor Care- Common Areas**

- |            |   |
|------------|---|
| Daily:     | Dust mop wall to wall.<br>Spot mop spills/splashes.                                 |
| Weekly:    | Wet mop/auto scrub floor surfaces.<br>Buff/burnish floors.                          |
| As Needed: | Heavy scrub and recoat floor finish.<br>Strip, seal and finish hard surface floors. |

**d. Hard Surface Floor Care-Work Areas**

- |         |  |
|---------|--|
| Daily:  | Dust accessible areas.<br>Wet mop other areas.   |
| Weekly: | Dust mop wall to wall.<br>Wet mop/auto scrub wall to wall.<br>Buff/burnish accessible floor areas. |

As Needed: Heavy scrub and recoat floors.  
Strip, seal and finish.

**e. Restroom Cleaning**

Daily: Check and resupply all dispensers as needed.  
Clean mirrors.  
Clean soap, towel, and sanitary dispensers and hand dryers.  
Empty trash and organics containers, including sanitary disposal units; clean receptacles.  
Clean and sanitize toilets, urinals, sinks, and countertops.  
Clean stainless steel and chrome.  
Spot clean doors, both sides.  
Spot clean walls with special emphasis around dispensers, sinks, toilets, and urinals.  
Wet mop floor with sanitizing solution.

Monthly: Machine scrub floors.  
Sanitize waste receptacles.

Semi-Annual: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.

**f. Shower room/stall cleaning**

Daily: Clean and sanitize if used.  
Remove debris on finishes and fixtures.

Weekly: Power wash shower room walls and floors with disinfectant cleaner.  
Clean and disinfect all shower room fixtures.

As Needed: Replace shower curtain.

**g. Miscellaneous**

Daily: Sanitize drinking fountains.  
Spot clean interior stairwells.  
Remove unapproved or outdated posters/bulletins.

Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.

As Needed: Wet mop hard surface stairwell risers and landings.  
Clean ceiling light diffusers and exhaust fans in elevator cars.  
Clean janitorial closets.  
Dust stairwell railings.  
Vacuum upholstered furniture.



**B.** The Department of Administration, Real Estate and Construction Services (RECS) shall be responsible for:

1. Allocation and inventory of state-owned space under the custodial control of the Facilities Management Division.
2. Preparation and processing of lease documents.

## **II. DUTIES OF TENANT**

**A. TRANSFERABILITY** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

**B. DESIGNATED STAFF PERSON** TENANT will designate at least one (1) key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD's Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least one (1) key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.

**C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

1. TENANT agrees to:

- a. Ensure TENANT's employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
- b. Arrange and pay for recycling of confidential materials.
- c. Ensure recyclables do not contain contaminating materials.
- d. Use recycling containers and equipment only for designated recycling purposes.
- e. Direct general waste and recycling questions to LANDLORD's Building Manager or designee.
- f. Transfer recycling materials from desk side containers to common area collection containers.
- g. Provide a designated Champion for recycling communications and compliance.
- h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.

**D. HAZADOUS WASTE**

1. If TENANT is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdictions hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LANDLORD with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. TENANT shall also provide LANDLORD with a copy of its annual Hazardous Waste Report each year thereafter.

2. In the event TENANT vacates Leased Premises, TENANT shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by TENANT to LANDLORD no later than thirty (30) days from the date TENANT vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by TENANT at TENANT's expense.

**E. ELECTRONIC DEVICES AND FURNITURE** TENANT is responsible for TENANT's owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT's expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15<sup>th</sup> of January the subsequent calendar year for which the recycling took place.

**F. WASTE PREVENTION, ENERGY CONSERVATION, AND USE OF UTILITY SERVICES** Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD, 2. Utility Services).

1. TENANT agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LANDLORD may provide TENANT with instructions defining optimal use.

2. TENANT shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LANDLORD to be beyond those provided for in this agreement, either during or outside normal building operating hours.

a. TENANT shall promptly reimburse LANDLORD upon receipt of invoice for utility services.

3. TENANT will ensure optimal use of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use.

4. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal office environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by

LANDLORD for the extended hours of operation.

5. TENANT will provide reasonable accommodations for LANDLORD to perform scheduled after hour outages.

**G. USE OF LEASED PREMISES**

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles are prohibited.

2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact LANDLORD's Service Line to request access.

3. TENANT agrees to consider all common areas in the building not located within the Leased Premises including entrances and lobbies, as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Administrative Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT's staff or private vendor(s) for solicitation or sales. Contact LANDLORD's Service Line for more information regarding special events and rules governing them.

4. TENANT agrees that conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces. Such public conference rooms shall not be used by TENANT, TENANT's staff or private vendor(s) for solicitation or sales.

5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.

6. TENANT agrees to maintain the Leased Premises in a reasonable safe, clean and sanitary condition in compliance of all applicable codes.

7. TENANT agrees to observe reasonable precautions to prevent pest problems and to optimally cooperate with FMD in their pest management program for control of rodents and insects. TENANT shall fund any additional pest control services outside the regular maintenance program. To aide with pest management, TENANT shall keep all food items in sealed containers.

8. TENANT to ensure all doors and windows remain closed when not in use in order to ensure

a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels, and other pests from entering.

9. TENANT is responsible for all interior ADA accommodations.

#### **H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT's programs or operation shall be the responsibility of TENANT to operate, maintain, repair, replace and remove. Any structural or other damage to the Leased Premises resulting from TENANT's equipment shall be remedied by TENANT at TENANT's expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT's expense. LANDLORD may, at its discretion, following the execution of a written agreement, be contracted to maintain, service, repair and replace such TENANT's equipment at TENANT's cost on a fee-for-service basis through LANDLORD's Repair and Other Jobs activity.

2. Specialized fire suppression, fire detection, and alarm systems supporting TENANT-owned equipment shall be the responsibility of TENANT to maintain, repair, replace and inspect per local jurisdiction requirements. TENANT may contract with LANDLORD for maintenance, repair and inspection services of TENANT's equipment at TENANT's cost on a fee for services basis through LANDLORD's Repair and Other Jobs activity. If TENANT chooses to contract separately, TENANT must provide inspection report as required.

3. TENANT shall ensure that equipment owned by TENANT such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum efficiency.

**I. KEYS** Additional keys needed by TENANT beyond those provided by LANDLORD shall be obtained from LANDLORD on a fee-for-service basis through LANDLORD's Repair and Other Jobs activity. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease. Cores belonging to lost keys shall be replaced by LANDLORD at TENANT expense.

**J. SECURITY SERVICES** TENANT shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including duress devices, emergency call boxes, access control devices, and cameras.

#### **K. SIGNAGE**

1. Identification of space within Leased Premises is the responsibility of the TENANT.

2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the building, through the windows or visible from the halls or other common areas of the building, unless prior written approval for the signs has been secured from the LANDLORD.



- L. BUILDING MANAGEMENT SERVICES** TENANT will pay all invoices when previously agreed in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.

**M. COMMUNICATION**

1. TENANT shall submit TENANT initiated building postings to LANDLORD's Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.
2. TENANT shall forward LANDLORD's communication to TENANT agency team members as appropriate.

**N. MODIFICATIONS TO LEASED PREMISES**

1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD or their designee. Implementation of the work shall be performed either by:
  - a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.
  - b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.
2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD's option, be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT's expense.

- O. PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters, humidifiers, bicycles, scooters or segways are not allowed inside the buildings or tunnels.

- P. CONTENT LIABILITY AND INSURANCE** Liability for damages to TENANT property is at TENANT's discretion and cost in all instances, including but not limited to, natural disasters, protests, fire and damage from building system failures.

- Q. PLANTS** TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages or air quality issues as a result of plants.

**R. EMERGENCIES**

1. TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

2. In accordance with M.S.16B.04 subdivision 2 (4) and 2 (5) and M.S.16B.24 subdivision1 and in the event of a LANDLORD declared emergency, TENANT hereby agrees that any vacant office or meeting spaces within its Leased Premises may be temporarily reassigned to other agencies until the emergency is declared satisfied by the Commissioner of Administration. Lease billing adjustments for the temporarily reassigned space will be made accordingly by the LANDLORD.

**S. ANIMALS** Animals are not allowed inside LANDLORD managed facilities, except when approved as an ADA accommodation as outlined in Section II.T

**T. ADA ACCOMMODATIONS** Animals, equipment and materials that are necessary to provide reasonable accommodations must be approved by TENANT agency's Human Resources Office or other office having the authority for this responsibility. Any ADA accommodation that involves modification to the Leased premises or that would violate compliance of applicable building or safety codes must be approved by LANDLORD.

MINNESOTA  
DEPARTMENT OF  
NATURAL RESOURCES

Lease Number LMDT010003
Field Unit Region 2 - Two Harbors Forestry (Area 253)

MISCELLANEOUS LEASE

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S. 89.17, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee MN Department of Transportation		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip) Office of Statewide Radio Communications, 1500 W County Road B2 MS 730, Roseville, MN 55113		
Lease Fee \$52,500.00 Siting Fee.	Fee Payment Schedule \$52,500 Siting Fee due upon execution to be paid in full for the term of the lease.	
Term Twenty-one (21) Years	Effective Date July 1, 2015	Termination Date June 30, 2036
Purpose of Lease MNDOT Tower	County Cook	

IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:

A 25 feet wide access road and a 200 feet by 200 feet tower site located within the Northwest Quarter of the Northeast Quarter and the Northeast of the Northwest Quarter, Section 36, Township 62 North, Range 2 West, Cook County; consisting of 1.20 acres, more or less, and as shown on the attached EXHIBIT A which is made a part of this lease.

and herein referred to as the "Premises".

2. **TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, use herein shall be described above and are incorporated herein.

3. **LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.

4. **USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.

5. **LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.

6. **ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

7. **MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. **INVASIVE SPECIES:** The LESSEE is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.

9. **TERMINATION:** This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn.

Stat. section 89.17 may be canceled for just cause at anytime by LESSOR.

LESSEE shall, one hundred and eighty (180) days after the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. LESSOR recognizes the Purpose of the Lease and understands the site will be clear cut. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.

10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.

12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.

13. ALTERATIONS: The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.

14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.

15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.

16. LIABILITY: Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. LESSOR's and LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minnesota Statutes, section 3.736) and other applicable law.

17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.

18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.

19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 60A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

20. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.


21. ADDITIONAL TERMS: See the attached Exhibit A (Map), Exhibit B (Additional Terms), and Exhibit C (Invasive




Species), which is made a part of this lease.

TESTIMONY WHEREOF, the parties have set their hands.

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES


By 	Date <u>6/30/15</u>
--	---------------------

Joey A Rokala  
Operations Supervisor NE Region  
DIVISION OF LANDS AND MINERALS

Lessee (Individual's Name or Name of Entity) MN Dept. of Transportation, Office of Statewide Radio Communications	
Authorized Signatures & Title (If an Entity) 	Date <u>Jun 22 2015</u>

Mukhtar Thakur  
Director, OFFICE OF STATEWIDE RADIO COMMUNICATIONS

APPROVED:  
DEPARTMENT OF TRANSPORTATION  
Acknowledgement of Encumbrance

By 

Date 6/22/2015

SWIFT Contract No. 95039

PO 3000247320

**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMDT010003

Terms and Conditions which Apply:

1. The annual LEASE FEE shall be determined by a siting fee.

A. The siting fee will be prepaid in full at the time of lease execution at the rate of \$52,500 for the lease term. If the Lease is terminated, the fee shall be prorated, based on a twelve month calendar year, as of the date of termination, and all prepaid fees shall be reimbursed to LESSEE.

B. LESSEE may not sublease the Premises, in whole or in part, to any commercial nonpublic safety entity without the prior written consent of LESSOR. If LESSOR consents to sublease(s), any and all lease revenue received by LESSEE from such sublease(s) shall be shared in equal parts (i.e., 50-50) between LESSOR and LESSEE. LESSOR and LESSEE will enter into a three party lease agreement with the sub lessee outlining the shared revenue payments to both parties. LESSEE shall be responsible for all costs arising from acquisition of sub lessees and the preparation and negotiation of legal sublease documentation.

2. LESSEE shall submit an Annual Inventory Report. The completed report must be received by the LESSOR no later than May 15 annually. Failure to provide the Annual Inventory Report is considered a material breach of the lease and is cause for lease termination. The LESSEE will provide the LESSOR with the following data:

A. A list of all equipment and the owner of the equipment on the tower within the Premises.

B. A list of sub-lessees, including name, address and annual income received from each sub-lessee. A copy of each sub-lessees' contract or agreement must be remitted with the Annual Inventory Report.

C. A current photograph of the tower that shows the equipment on the tower.

3. LESSEE may not do any road and site construction without written permission from the LESSOR.

4. LESSEE shall maintain a locked fence around the tower and building site, and provide LESSOR with a key.

5. LESSEE shall ensure there is no interference with MN Department of Transportation or Department of Natural Resources radio communications at the site.

6. At least 20 days prior to commencing routine maintenance work on the PREMISES, the LESSEE shall notify the LESSOR in writing with a description of the proposed maintenance and schedule. LESSEE may commence routine maintenance work unless notified to the contrary by the LESSOR within 20 days after the LESSOR's receipt of the maintenance notification plan. The LESSOR may require LESSEE to adjust maintenance plans due to natural resource management concerns.

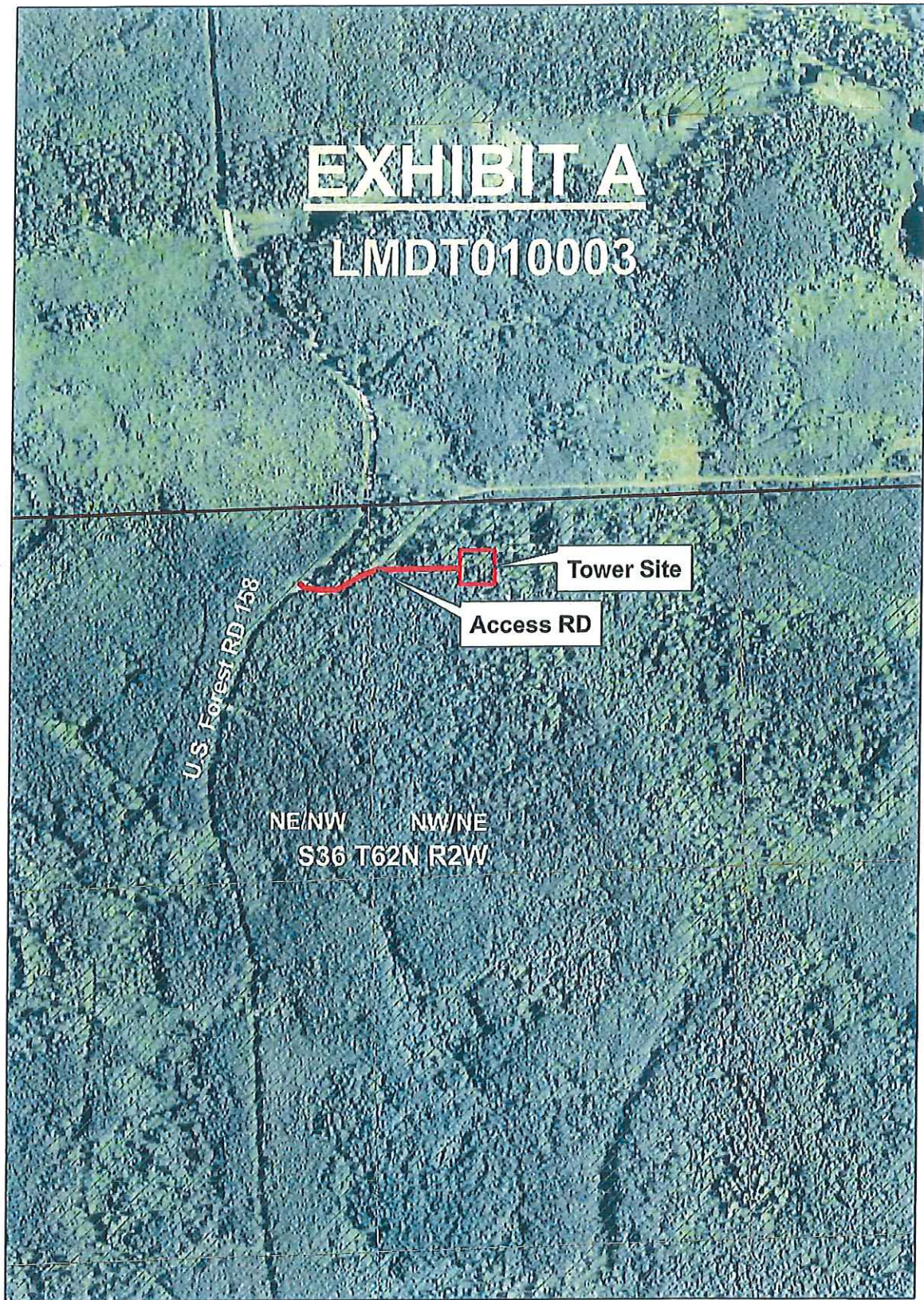
7. The LESSEE must request and obtain written permission to apply herbicides or pesticides to state land from the LESSOR prior to treatment. This request shall consist of (1) a map identifying proposed treatment areas and (2) a description of the proposed treatment plan, including target species, herbicide or pesticide name, rate of application, a description of application method, and beginning and end dates. All applications must be according to label regulations and as otherwise specified by the State. The LESSEE shall not apply pesticides that are restricted for use on certified state forest land administered by the State.

8. The LESSEE must submit annual reports detailing herbicide or pesticide application on areas covered under the lease. The report must include the dates, acres, location expressed as quarter-quarter section, township and range, herbicide or pesticide used, target species, and such other information as may be reasonably required by the State for the purpose of verifying herbicide or pesticide use.



# EXHIBIT A

LMDT010003



0 500 1,000 2,000 Feet





**Exhibit C**  
**Invasive Species**  
 Miscellaneous Lease LMDT010003

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012



**Exhibit D**  
**Fee Schedule**

Miscellaneous Lease LMDT010003

No.	Start Date	End Date	Amount	Due Date
1	07/01/2015	06/30/2036	\$52,500.00	7/01/2015
Total:			\$52,500.00	

**MINNESOTA  
DEPARTMENT OF  
NATURAL RESOURCES**

Lease Number LMIS000288
Field Unit Region 1 - Itasca State Park (Area 181)

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S. 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee MN Dept of Transportation		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip) 3920 Hwy 2 W, Bemidji, MN 56619		
Lease Fee \$815.00	Fee Payment Schedule See Exhibit D - Fee Schedule, which is made part of this lease	
Term Ten (10) Years	Effective Date October 1, 2015	Termination Date September 30, 2025
Purpose of Lease Salt Storage Building	County Clearwater	

IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:

That part of the Northeast Quarter of the Southeast Quarter, Section 35, Township 144 North, Range 36 West of the Fifth Principal Meridian described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 35, thence south on an assumed bearing along the east line of said Section 35 a distance of 600.00 feet to the point of beginning of the tract to be described; thence West 233.00 feet; thence South 200.00 feet; thence East 233.00 feet; thence North 200.00 feet to the point of beginning. Subject to a road easement along the east 33.00 feet thereof. Located in Clearwater County, containing 1.07 acres more or less and as approximately shown on the attached map which is made a part of this lease.

and herein referred to as the "Premises".

2. **TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, use herein shall be described above and are incorporated herein.

3. **LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.

4. **USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.

5. **LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.

6. **ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

7. **MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. **INVASIVE SPECIES:** The LESSEE is responsible for controlling invasive species on the Premises. (See the



attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.

9. TERMINATION: This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LESSOR upon six months written notice.

LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.

10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the lease period cost plus fifty (50) percent of that lease period cost if the LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.

12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.

13. ALTERATIONS: The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.

14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.

15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.

16. LIABILITY: LESSEE agrees that each party shall be responsible for its own acts and omissions, the acts and omissions of its employees and results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof. Liability of the DNR AND MnDOT shall be governed by the provisions of the Minnesota Tort Claims Act Minnesota Statute Section 3.736.

17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.

18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.

19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

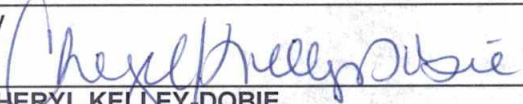
20. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable

because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.

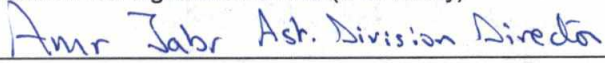
21. **ADDITIONAL TERMS:** See the attached Exhibit A (Map), Exhibit B (Additional Terms), Exhibit C (Invasive Species), and Exhibit D (Fee Schedule), which are made a part of this lease.

**TESTIMONY WHEREOF, the parties have set their hands.**

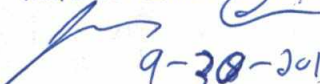
**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By 	Date 10-12-15
--	------------------

CHERYL KELLEY-DOBIE  
REGIONAL OPERATIONS SUPERVISOR  
DIVISION OF LANDS AND MINERALS

Lessee (Individual's Name or Name of Entity) MN Dept of Transportation	
Authorized Signatures & Title (If an Entity)  Amr Jabr Ast. Division Director	Date 9/28/15

Mn/DOT Contract Management

  
9-30-2015



**Exhibit A**  
**Map**  
Miscellaneous Lease LMIS000288



**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS000288

Terms and Conditions which Apply:

1. Any damage to existing road surface caused by LESSEE use shall be repaired at LESSEE expense.
2. All storage or handling of materials shall occur on the 150' x 150' asphalt pad surface. Leaching or spillage of de-icing materials shall be contained within the asphalt area. Any spilled material shall be cleaned up promptly by MNDOT
3. All materials shall be stored under cover or within buildings at all times. All material storage and handling shall be done on the asphalt area.
4. The buildings shall be sided or painted in earth tone colors which are compatible with existing park facilities. Buildings used to store equipment shall be equipped with doors to prevent entrance by park visitors and afford protection from weather. Buildings shall be locked when there are no LESSEE personnel on the site.
5. LESSEE shall be responsible for all costs and expenses necessary to maintain the facility and grounds.
6. Snowplowing of entrance road will be shared by LESSEE and LESSOR.
7. Snowplowing of the lease site shall be the responsibility of the LESSEE.
8. Operation and Maintenance of lease area shall be done in a manner which minimizes damage to existing vegetation (trees).
9. Drainage shall be designed, constructed and maintained so as to minimize erosion and avoid adversely affecting the abutting property
10. The premises and their uses shall be subject to inspection at all reasonable times by the duly authorized representative of the LESSOR.
11. LESSEE shall keep the premises in a neat and orderly condition and shall dispose of solid waste, hazardous waste and other materials in a lawful manner. The LESSEE shall prevent unlawful pollution caused by activities on the premises.



**Exhibit C**  
**Invasive Species**  
 Miscellaneous Lease LMIS000288

Check all that apply

<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input checked="" type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input checked="" type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

**Exhibit D**  
**Fee Schedule**

Miscellaneous Lease LMIS000288

No.	Start Date	End Date	Amount	Due Date
1	10/01/2015	09/30/2025	\$815.00	10/01/2015
Total:			\$815.00	



# Minnesota Department of Natural Resources

Division of Lands and Minerals  
2115 Birchmont Beach Rd NE  
Bemidji, MN 56601

MnDOT Contract #: 1001866



October 13, 2015

Jim Cownie  
Minnesota Department of Transportation  
395 John Ireland Blvd., Mail Stop 130  
St. Paul, MN 55155

RE: Miscellaneous Lease # LMIS000288  
Land Description: NESE, S35, T144N, R36W  
Clearwater County

Dear Lessee,

Enclosed is a completed copy for the above lease. Please keep this lease as a record of your agreement with the State. This lease will expire on September 30, 2025.

If you have any questions, please contact me at the above address or call me at 218-308-2683.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Pam Arndt'.

Pam Arndt,  
Realty Specialist  
Division of Lands and Minerals

Enclosure

Cc: Tim Williamson, Regional Acquisition & Development Specialist, DNR

DNR Transaction # LMIS000288 and Transaction ID 1062049

MnDOT Contract No: 1002086  
Lease No.: 11245-A

**PARTNERSHIP AGREEMENT BETWEEN  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY,  
DRIVER AND VEHICLE SERVICES  
FOR  
LEASED SPACE  
MnDOT DETROIT LAKES HEADQUARTERS FACILITY**

This Agreement is between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide leased space for DPS-DVS at the MnDOT Detroit Lakes Office.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties and, do hereby agree with each other as follows:

**Agreement**

**1. TERM OF AGREEMENT, EXHIBITS;**

- 1.1. *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2. *Expiration date.* This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3. *Term of Lease.* The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2020.
- 1.4. *Exhibits.* Exhibits A & B are attached and incorporated into this agreement.

**2. LEASED SPACE.**

- 2.1. MnDOT grants and DPS-DVS accepts a lease of the following described in the attached Exhibit A as approximately one thousand one hundred seventy three (1,173) usable square feet of office space, as shown on the attached Exhibit A, in the MnDOT Detroit Lakes Office, located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.
  - 2.1.1. Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.



- 2.1.1.1. Measurement Method: Usable square feet are calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of building.
- 2.1.1.2. Exclusions and Deductions. Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

### 3. RENT

- 3.1. As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$107,999.40 for the term of the Lease, as estimated below and detailed in Exhibit B:

Period	Est Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
07/01/15 to 06/30/16		\$ 20,342.18	\$ 1,695.18	\$ 5,085.55
07/01/16 to 06/30/17	3%	\$ 20,952.45	\$ 1,746.04	\$ 5,238.11
07/01/17 to 06/30/18	3%	\$ 21,581.02	\$ 1,798.42	\$ 5,395.25
07/01/18 to 06/30/19	3%	\$ 22,228.45	\$ 1,852.37	\$ 5,557.11
07/01/19 to 06/30/20	3%	\$ 22,895.30	\$ 1,907.94	\$ 5,723.83
Total Estimated Cost of Partnership Lease		\$ 107,999.40		

- 3.2. Rent Adjustment Effective July 1, 2015 and each July 1, thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (1,173 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before May 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3. Upon approval of this contract DPS-DVS agrees to pay MnDOT for the period from July 1, 2015 to June 30, 2016. Thereafter, DPS-DVS agrees to pay MnDOT the quarterly the amount set forth above on or about the 1<sup>st</sup> day of each fiscal quarter in July, October, January and April.

Office of Financial Management, Payable  
Financial Operations  
Department of Transportation  
395 John Ireland Blvd MS 215  
St Paul, MN 55155-1899

- 3.4. All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.5. All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.
- 3.6. Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized

Representative.

- 3.7 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

#### **4. TERMINATION**

- 4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty days prior written notice to the other party.
- 4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal.

#### **5. DUTIES OF MnDOT**

- 5.1. MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:
- 5.1.1. heat, electricity, sewer and water
  - 5.1.2. janitorial service, and,
  - 5.1.3. trash removal.
- 5.2. MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area for the motorcycle, Class D road and CDL testing area.
- 5.3. MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing.

#### **6. DUTIES OF DPS-DVS.** Except as otherwise provided herein, DPS-DVS shall:

- 6.1. furnish materials and services required for its use of the Leased Space;
- 6.2. maintain the Leased Space in a reasonably good condition and state of repair during the continuance of its tenancy; and
- 6.3. surrender the Leased Space to MnDOT at the termination of such tenancy in as good condition as when DPS-DVS took possession, reasonable wear and damage by the elements excepted.

#### **7. ANNUAL MEETING** MnDOT and DPS-DVS hereby agree to meet annually or more often as agreed to between the parties to discuss any issues or concerns.

#### **8. MAINTENANCE AND REPAIRS**

- 8.1. It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 8.2. MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

#### **9. OTHER CONDITIONS**



- 9.1. DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.
- 9.2. MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal state or local political subdivisions having jurisdiction and authority in connection with said property.

#### 10. BUILDING ACCESS AND SERVICES

- 10.1. MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2. MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

#### 11. AUTHORIZED REPRESENTATIVES

- 11.1. *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.
- 11.2. MnDOT's Authorized Representative is:

Name: Jody Martinson or successor.  
Title: District Engineer  
Office: MnDOT District 4  
Street Address: 1000 Highway 10 West MS 040  
City State Zip: Detroit Lakes, MN 56501  
Telephone: 218-846-3603  
Email: Jody.Martinson@state.mn.us

- 11.3. DPS/DVS's Authorized Representative is:

Name: Larry Freund or successor.  
Title: Chief Financial Officer  
Office: MN Department of Public Safety  
Street Address: 445 Minnesota St  
City State Zip: St. Paul MN 55101-5155  
Telephone: 651 -215-1328  
Email: Larry.Freund@state.mn.us

#### 12. LIABILITY


- 12.1. MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2. DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

[The remainder of this page has been intentionally left blank. Signature page follows.]


MnDOT Contract No: 1002086  
Lease No.: 11245-A

**DEPARTMENT OF PUBLIC SAFETY -  
DRIVER AND VEHICLE SERVICES**

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


By:   
Title: DVS Director  
Date: 6/15/16

**MINNESOTA DEPARTMENT OF  
TRANSPORTATION**


By:   
Title: District Engineer or Assistant District Engineer  
Date: 6/21/16

**STATE ENCUMBRANCE VERIFICATION**

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

By:   
Date: 6/15/16  
SWIFT  
Contract # 110737

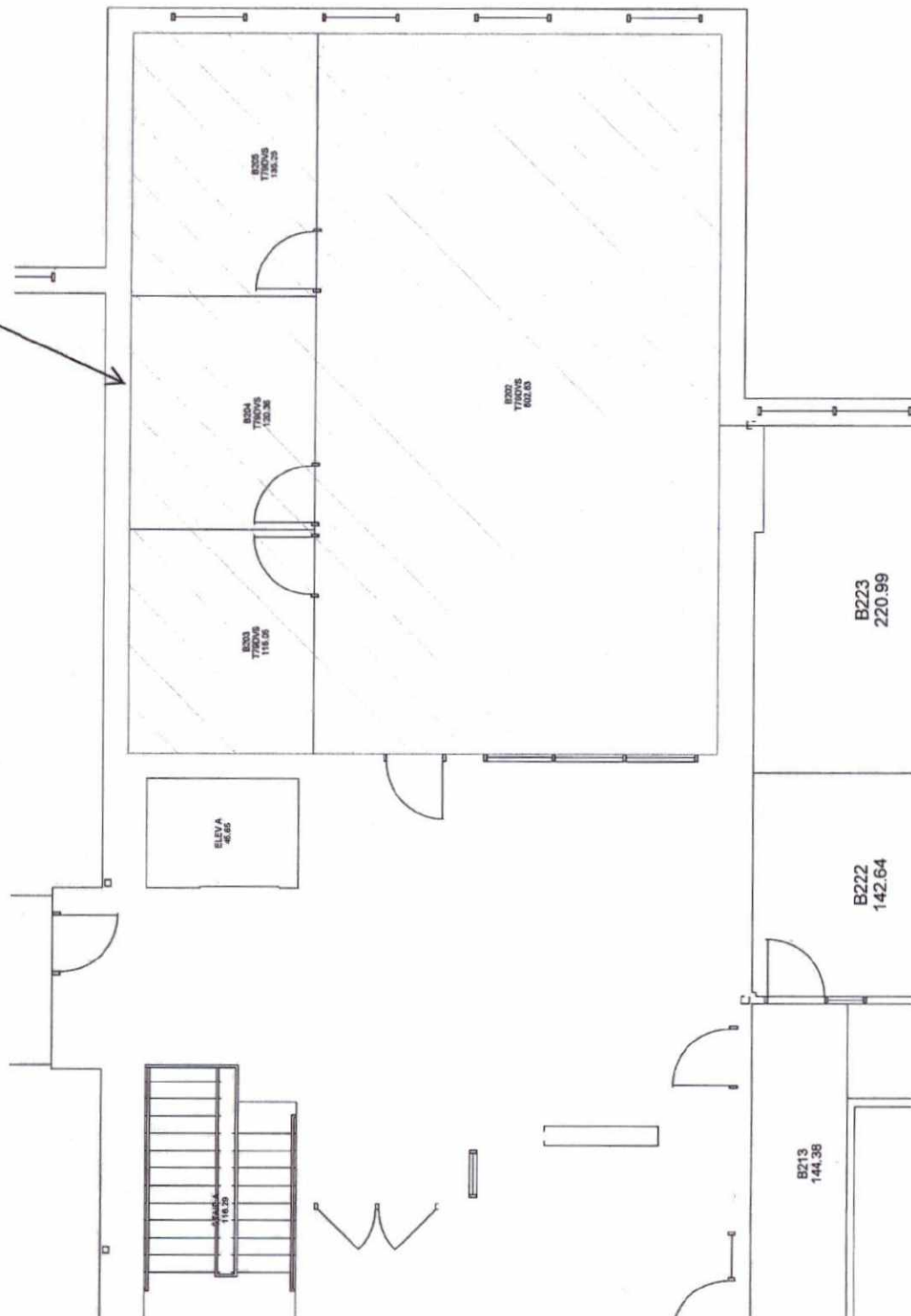
**~~COMMISSIONER OF ADMINISTRATION~~**

MnDOT Contract Management  
By:   
Date: 6/21/16

SWIFT  
Purchase  
Order # 3000040960

DETROIT LAKES HEADQUARTERS DVS SPACE 11/19/2015

DVS 1173 S.F.



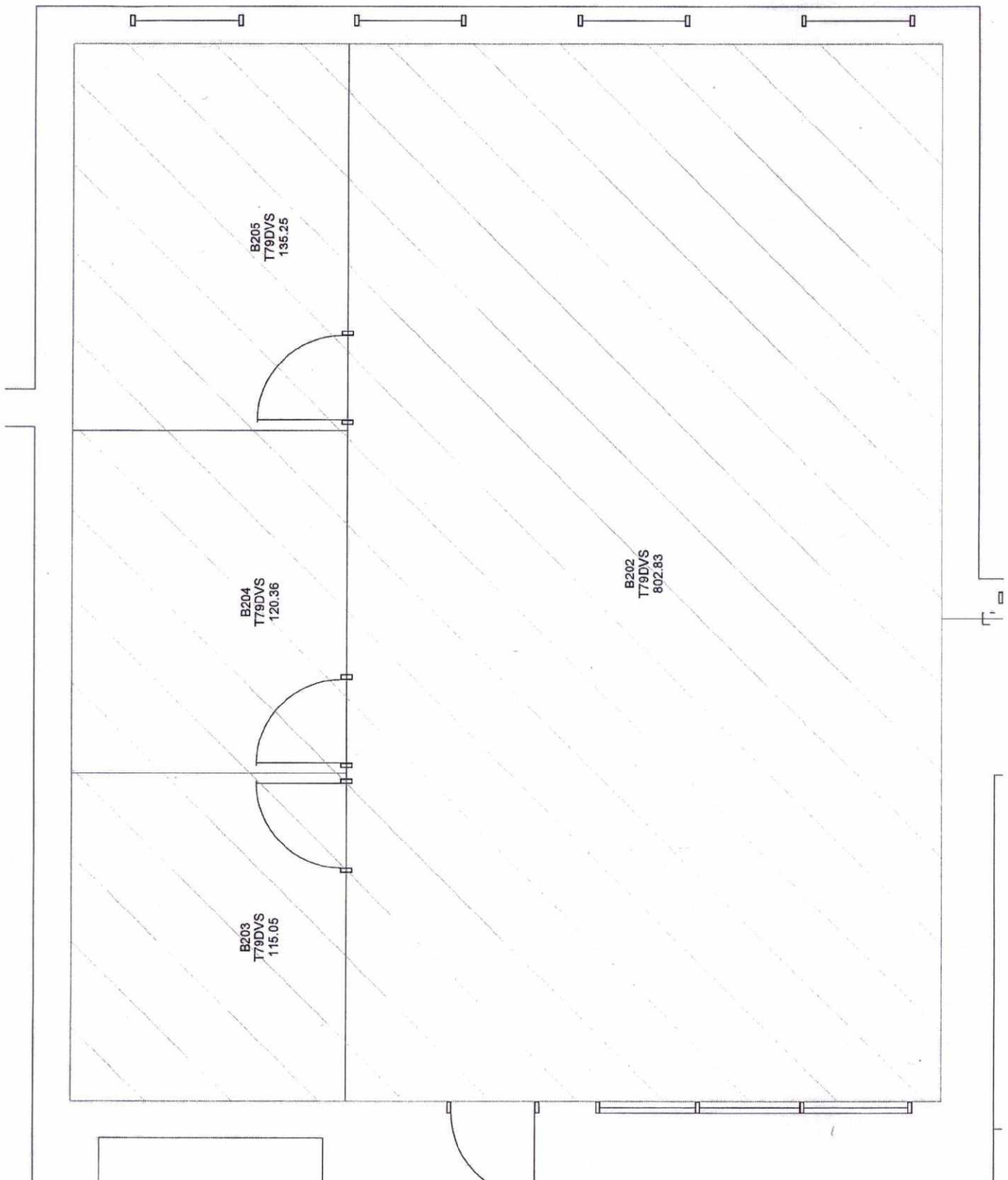




Exhibit B  
Estimated Cost/Rent for  
LEASED SPACE

Lease # 111245  
MnDOT Contract No: 1002086

MnDOT DETROIT LAKES HEADQUARTERS FACILITY

Description	Amount			
FY 15 Operating Expense	\$ 1,036,359.58			
Capital Expenditures (CE)	\$ 79,782.00			
Depreciation (D)	\$ 341,413.55			
Assessmentsw	\$ 2,800.00			
Subtotal (AOP+CE+D)	\$ 1,460,355.13			
Admin +10%	\$ 146,035.51			
Total Costs (Subtotal+Admin)	\$ 1,606,390.64			
Square Footage	92,630			
Cost per square foot	\$ 17.34			
DPS-DVS square feet	1,173			
DPS-DVS Yearly Rental FY 2016	\$ 20,342.18			
Period	Est Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
07/01/15 to 06/30/16		\$ 20,342.18	\$ 1,695.18	\$ 5,085.55
07/01/16 to 06/30/17	3%	\$ 20,952.45	\$ 1,746.04	\$ 5,238.11
07/01/17 to 06/30/18	3%	\$ 21,581.02	\$ 1,798.42	\$ 5,395.25
07/01/18 to 06/30/19	3%	\$ 22,228.45	\$ 1,852.37	\$ 5,557.11
07/01/19 to 06/30/20	3%	\$ 22,895.30	\$ 1,907.94	\$ 5,723.83
Total Estimated Cost of Partnership Lease		\$ 107,999.40		

**AMENDMENT # 01 TO MnDOT PARTNERSHIP AGREEMENT #: 1002086.**

Agreement Start Date:	06/22/2016	Original Agreement Amount:	\$107,999.40
Orig. Agreement Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2025	Current Amendment Amount:	\$61,629.61
		Current Agreement Total:	\$169,629.01

Project Identification: DVS Shared Space Lease. Lease # 11245-A. MnDOT Detroit Lakes Office, Located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.

This amendment is between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

**Recitals**

1. MnDOT has an Agreement with DPS-DVS identified as MnDOT Contract No. 1002086 ("Original Agreement") to provide DVS Shared Space Lease.
2. The lease is being amended to add rental fees and time for an additional five years.
3. MnDOT and DPS-DVS are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

In this Amendment deleted Agreement terms will be ~~struck out~~ and the added Agreement terms will be underlined.

**REVISION 1.** Article 1. "**TERM OF AGREEMENT, EXHIBITS;**" is deleted in its entirety and replaced as follows:

**1. TERM OF AGREEMENT, EXHIBITS;**

- 1.1. **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2. **Expiration date.** This Agreement will expire on June 30, 2025, unless terminated earlier pursuant to Article 4.
- 1.3. **Term of Lease:** The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2025.
- 1.4. **Exhibits.** Exhibits A & B1 are attached and incorporated into this agreement.

**REVISION 2.** Article 3. "**RENT,**" subarticle 3.1 is deleted and replaced in its entirety as follows:

**3. RENT**

- 3.1. As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, DPS-DVS agrees to pay to MnDOT the sum of \$169,629.01 for the term of the Lease, as estimated below and detailed in Exhibit B1:

Period Est	Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
07/01/15 to 06/30/16		\$20,342.18	\$ 1,695.18	\$ 5,085.55
07/01/16 to 06/30/17	3%	\$ 20,952.45	\$ 1,746.04	\$ 5,238.11
07/01/17 to 06/30/18	3%	\$ 21,581.02	\$ 1,798.42	\$ 5,395.25
07/01/18 to 06/30/19	3%	\$ 22,228.45	\$ 1,852.37	\$ 5,557.11
07/01/19 to 06/30/20	3%	22,895.30	\$ 1,907.94	\$ 5,723.83
Total Estimated Cost of Partnership Lease		\$ 107,999.40		

Period Est.	Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
FY 2021 07/01/2020 to 06/30/2021		\$11,961.65	\$ 996.80	\$2,990.41
FY 2022 07/01/2021 to 06/30/2022	1.5%	\$12,141.07	\$1,011.76	\$3,035.27
FY 2023 07/01/2022 to 06/30/2023	1.5%	\$12,323.19	\$1,026.93	\$3,080.80
FY 2024 07/01/2023 to 06/30/2024	1.5%	\$12,508.04	\$1,042.34	\$3,127.01
FY 2025 07/01/2024 to 06/30/2025	1.5%	\$12,695.66	\$1,057.97	\$3,173.91
Total Cost of Amendment		\$61,629.61		
Original Contract Cost		\$107,999.40		
Total Cost of Contract		\$169,629.01		

**REVISION 3.** Article 11, "AUTHORIZED REPRESENTATIVES," subarticle 11.2 is amended as follows:

11.2. MnDOT's Authorized Representative is:

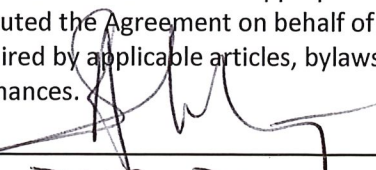
Name: ~~Jody Martinson~~ Shiloh Wahl or successor.  
Title: District Engineer  
Office: MnDOT District 4  
Street Address: 1000 Highway 10 West MS 040  
City State Zip: Detroit Lakes, MN 56501  
Telephone: 218-846-3603  
Email: ~~Jody.Martinson@state.mn.us~~ shiloh.wahl@state.mn.us

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

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

**DPS-DVS**

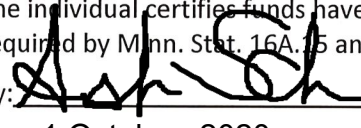
DPS-DVS certifies that the appropriate person(s) have executed the Agreement on behalf of DPS-DVS as required by applicable articles, bylaws, resolutions or ordinances.

By:  A. E. Cornie  
Title: DVS Director  
Date: 10/9/2020

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DPS-DVS ENCUMBRANCE VERIFICATION**

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

By:   
Date: 1 October, 2020

SWIFT Agreement # 110737

SWIFT Purchase Order # 3000068672

**COMMISSIONER OF TRANSPORTATION**

By: Jay Hietpas Digitally signed by Jay Hietpas  
Date: 2020.09.17 15:40:43  
-05'00'  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MnDOT Contract Management****COMMISSIONER OF ADMINISTRATION**

By: James Cownie Digitally signed by James  
Cownie  
Date: 2020.09.18 07:29:23  
-05'00'  
Date: \_\_\_\_\_



## Estimated Cost of DPS-DVS

## Use of Space in

## Detroit Lakes Office

1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205

Description	Amount
FY 20 Estimated Operating Expense (EOE)	\$ 938,444.66
Capital Expenditures (CE)	
Depreciation (D)	\$ 341,413.55
Assessments (A)	
Subtotal (EOE+CE+D+A)	\$ 1,279,858.21
Admin+10%	\$ 127,985.82
Total Estimated Costs (Subtotal+Admin)	\$ 1,407,844.03
Total Square Footage of Building. Includes 1st and Lower Level. No mezzanines.	138,058.00
Cost per square foot	\$ 10.20
DPS-DVS square feet used	1,173.00
FY 20 DPS-DVS Estimated Yearly Rental	\$ 11,961.65

Period	Estimated Increase Per Year	Cost Per Year	Monthly Rental
FY 2021 07/01/2020 to 06/30/2021		\$ 11,961.65	\$ 996.80
FY 2022 07/01/2021 to 06/30/2022	1.5%	\$ 12,141.07	\$ 1,011.76
FY 2023 07/01/2022 to 06/30/2023	1.5%	\$ 12,323.19	\$ 1,026.93
FY 2024 07/01/2023 to 06/30/2024	1.5%	\$ 12,508.04	\$ 1,042.34
FY 2025 07/01/2024 to 06/30/2025	1.5%	\$ 12,695.66	\$ 1,057.97
Total Cost of Amendment		\$ 61,629.60	
Original Contract Cost		\$ 107,999.40	
Total Cost of Contract		\$ 169,629.00	

**PARTNERSHIP AGREEMENT BETWEEN  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY - DRIVER AND VEHICLE  
SERVICES  
FOR  
LEASED SPACE IN THE MnDOT VIRGINIA HEADQUARTERS FACILITY**

This Agreement is between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation -related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide leased space for DPS-DVS at the MnDOT Virginia Headquarters Facility; and,
3. This agreement supersedes and replaces Leases 11035-A and PS0319 in their entirety.
4. Both parties are willing to enter this Agreement to set forth their respective rights and duties and, do hereby agree with each other as follows:

**Agreement**

**1. TERM OF AGREEMENT, EXHIBITS;**

- 1.1. *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2. *Expiration date.* This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3. *Term of Lease.* The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2020.
- 1.4. *Exhibits.* Exhibits A & B are attached and incorporated into this agreement.

**2. LEASED SPACE.**

- 2.1. MnDOT grants and DPS-DVS accepts a lease of the following described in the attached Exhibit A as approximately seven hundred (700) usable square feet of office space in the MnDOT Virginia Headquarters Facility (as shown in Exhibit B) located at 101 North Hoover Road, Virginia, MN 55792-3412
  - 2.1.1. Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.

- 2.1.1.1. Measurement Method: Usable square feet are calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of building.
- 2.1.1.2. Exclusions and Deductions. Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

### 3. RENT

- 3.1. As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$36,603.19 for the term of the Lease, as estimated below and detailed in Exhibit A:

- 3.2.

Period	Estimated Increase Per Year	Cost Per Year	Quarterly Rental
07/01/15 to 06/30/16		\$ 6,894.38	\$1,723.59
07/01/16 to 06/30/17	3%	\$ 7,101.21	\$1,775.30
07/01/17 to 06/30/18	3%	\$ 7,314.25	\$1,828.56
07/01/18 to 06/30/19	3%	\$ 7,533.67	\$1,883.42
07/01/19 to 06/30/20	3%	\$ 7,759.68	\$1,939.92
Total Estimated Cost of Partnership Lease		\$36,603.19	

- 3.3. Rent Adjustment Effective July 1, 2015 and each July 1, thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (700 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before May 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.4. Upon approval of this contract DPS-DVS agrees to pay MnDOT for the period from July 1, 2015 to June 30, 2016. Thereafter, DPS-DVS agrees to pay MnDOT the quarterly the amount set forth above on or about the 1<sup>st</sup> day of each fiscal quarter in July, October, January and April.
- Office of Financial Management, Payable  
Financial Operations  
Department of Transportation  
395 John Ireland Blvd MS 215  
St Paul, MN 55155-1899
- 3.5. All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.6. All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.

3.7. Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized Representative.

3.7 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

#### **4. TERMINATION**

4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty days prior written notice to the other party.

4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal.

#### **5. DUTIES OF MnDOT**

5.1. MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:

- 5.1.1. heat, electricity, sewer and water
- 5.1.2. janitorial service, and,
- 5.1.3. trash removal.

5.2. MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area for the motorcycle, Class D road and CDL testing area.

5.2.1. The motorcycle testing area consists of a mutually agreed upon area approximately 30' x 120' (3,600 square feet) in the parking lot and will be available between the hours of 10:00 a.m. and 4:30 p.m. on Tuesday of each week from approximately April to November of each year.

5.3. MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing.

#### **6. DUTIES OF DPS-DVS.** Except as otherwise provided herein, DPS-DVS shall:

- 6.1. furnish materials and services required for its use of the Leased Space;
- 6.2. maintain the Leased Space in a reasonably good condition and state of repair during the continuance of its tenancy; and
- 6.3. surrender the Leased Space to MnDOT at the termination of such tenancy in as good condition as when DPS-DVS took possession, reasonable wear and damage by the elements excepted.

7. **ANNUAL MEETING** MnDOT and DPS-DVS hereby agree to meet annually or more often as agreed to between the parties to discuss any issues or concerns.

#### **8. MAINTENANCE AND REPAIRS**

8.1. It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

8.2. MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that



MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

**9. OTHER CONDITIONS**

- 9.1. DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.
- 9.2. MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

**10. BUILDING ACCESS AND SERVICES**

- 10.1. MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2. MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

**11. AUTHORIZED REPRESENTATIVES**

- 11.1. *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

- 11.2. MnDOT's Authorized Representative is:

Name:	Duane Hill	or successor.
Title:	District Engineer	
Office:	MnDOT District 1	
Street Address:	1123 Mesaba Ave	
City State Zip:	Duluth, MN 55811	
Telephone:	218-725-2704	
Email:	Duane.Hill@state.mn.us	

- 11.3. DPS/DVS's Authorized Representative is:

Name:	Larry Freund	or successor.
Title:	Chief Financial Officer	
Office:	MN Department of Public Safety	
Street Address:	445 Minnesota St	
City State Zip:	St. Paul MN 55101-5155	
Telephone:	651 -215-1328	
Email:	Larry.Freund@state.mn.us	

**12. LIABILITY**

- 12.1. MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2. DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

MnDOT Contract No: 1002090

Reference Lease No.: 11035-A

**[The remainder of this page has been intentionally left blank. Signature page follows.]**

MnDOT Contract No: 1002090  
Reference Lease No.: 11035-A

**DEPARTMENT OF PUBLIC SAFETY –  
DRIVER AND VEHICLE SERVICES**

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

By: *Alison M. Alson*  
Title: DVS Director  
Date: 5/4/16

**COMMISSIONER OF  
TRANSPORTATION**

By: *Michael J. Burns*  
Assistant Commissioner or  
Title: Assistant Division Director  
Date: 5/6/16

**STATE ENCUMBRANCE VERIFICATION**

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

By: *Amie F. Gudeknecht*  
Date: 5/4/16

**COMMISSIONER OF ADMINISTRATION**

By: *Ryan Daulton*  
Date: 5/16/16

SWIFT  
Contract # 108804

SWIFT  
Purchase  
Order # 3000040365

Exhibit A  
Estimated Cost/Rent for

Lease # 11035-A  
MnDOT Contract No: 1002090

LEASED SPACE IN THE MnDOT VIRGINIA HEADQUARTERS BUILDING

Description	Amount		
FY 15 Operating Expense	\$523,742.94		
Capital Expenditures (CE)	\$0.00		
Depreciation (D)	\$111,873.92		
Subtotal (AOP+CE+D)	\$ 635,616.86		
Admin +10%	\$ 63,561.69		
Total Costs (Subtotal+Admin)	\$ 699,178.55		
Square Footage	70,989		
Cost per square foot	\$ 9.85		
DPS-DVS square feet	700		
DPS-DVS Yearly Rental FY 2016	\$ 6,894.38		
Period	Estimated Increase Per Year	Cost Per Year	Quarterly Rental
07/01/15 to 06/30/16		\$ 6,894.38	\$ 1,723.59
07/01/16 to 06/30/17	3%	\$ 7,101.21	\$ 1,775.30
07/01/17 to 06/30/18	3%	\$ 7,314.25	\$ 1,828.56
07/01/18 to 06/30/19	3%	\$ 7,533.67	\$ 1,883.42
07/01/19 to 06/30/20	3%	\$ 7,759.68	\$ 1,939.92
Total Estimated Cost of Partnership Lease		\$ 36,603.19	

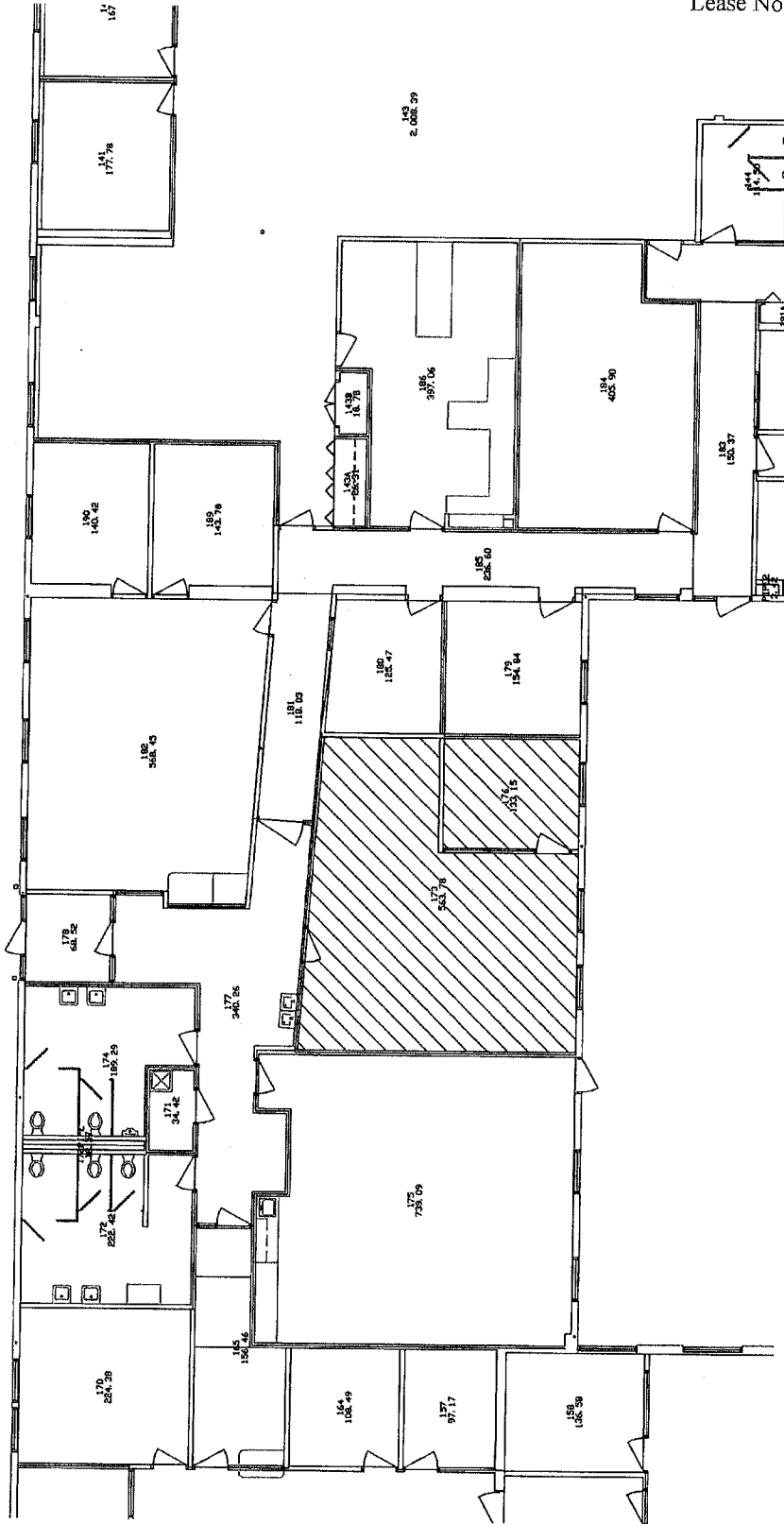


VIRGINIA HEADQUARTERS DVS SPACE DEFINED.  
DVS SPACE IS 700 SF OF A TOTAL BUILDING SF OF  
70,989 SF.

MnDOT Contract Number: 1002090

Lease No: 11035-A

Exhibit B



**AMENDMENT # 01 TO MnDOT PARTNERSHIP CONTRACT #: 1002090.**

Contract Start Date:	05/16/2016	Original Contract Amount:	\$36,603.19
Orig. Contract Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2025	Current Amendment Amount:	\$38,230.88
		Current Contract Total:	\$74,834.07

Project Identification: LEASED SPACE IN THE MnDOT VIRGINIA HEADQUARTERS FACILITY

This Amendment is by and between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

**Recitals**

1. MnDOT has a contract with DPS-DVS identified as MnDOT Contract No. 1002090 ("Original Contract") to provide leased space in the MnDOT Virginia Headquarters Facility to DPS-DVS.
2. MnDOT and DPS-DVS wish to extend the lease for an additional five years.
3. MnDOT and the DPS-DVS are willing to amend the Original Contract as stated below.

**Contract Amendment**

**REVISION 1.** Article 1. "**Term of Contract, Exhibits**" is deleted and replaced in its entirety as follows:

- 1.1 Effective date. This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2 Expiration date. This Agreement will expire on June 30, 2025, unless terminated earlier pursuant to Article 4.
- 1.3 Term of Lease: The term of the Lease under this Agreement will be from July 1, 2015 through June 30, 2025.
- 1.4 Exhibits. Exhibits A1 & B are attached and incorporated into this agreement.

**REVISION 2.** Article 3 "**RENT**", is deleted and replaced in its entirety as follows:

- 3.1 As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$74,834.07 for the term of the Lease, as detailed in Exhibits A1.
- 3.2 Reserved.
- 3.3 Rent Adjustment Effective July 1, 2015 and each July 1, thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (700 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before May 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3 .1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.4 Upon approval of this amendment DPS-DVS agrees to pay MnDOT the quarterly the amount set forth in Exhibit A1 on or about the 1st day of each fiscal quarter in July, October, January and April. Payment will be to the order of the Commissioner of Transportation. IMPORTANT NOTE: Payment must reference the MnDOT Contract 1002090 and the MnDOT Invoice Number shown on the invoice.

Remit payment to the address below:

MnDOT

Attn: Cash Accounting

RE: MnDOT Contract Number 1002090 and Invoice Number: 00000[#####]

Mail Stop 215

395 John Ireland Blvd

St. Paul, MN 55155

- 3.5. MnDOT will create and invoice in SWIFT.
- 3.6 DPS-DVS make payment using bilateral netting in SWIFT.
- 3.7 Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized Representative.
- 3.8 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

**DPS-DVS**

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

By:  \_\_\_\_\_

Title: Director, Driver and Vehicle Services \_\_\_\_\_

Date: 7/01/2020 \_\_\_\_\_

By: \_\_\_\_\_

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

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

**DPS-DVS ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

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

SWIFT Contract # 108804 \_\_\_\_\_

SWIFT Purchase Order # FY21 \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: See next page. \_\_\_\_\_

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

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

**COMMISSIONER OF ADMINISTRATION**

By: See next page. \_\_\_\_\_

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



**DPS-DVS**

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

By: See previous page.

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

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

By: \_\_\_\_\_

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

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

**DPS-DVS ENCUMBRANCE VERIFICATION**

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

By: See previous page.

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

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

**Duane Hill**

Digitally signed by Duane Hill

Date: 2020.06.30 07:49:22

-05'00'

By: \_\_\_\_\_

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

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

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

Exhibit A1  
Estimated Cost of DPS-DVS  
Use of Space in  
Virginia Headquarters Building

MnDOT Contract No.:1002090A01  
Lease #:11035-AA01

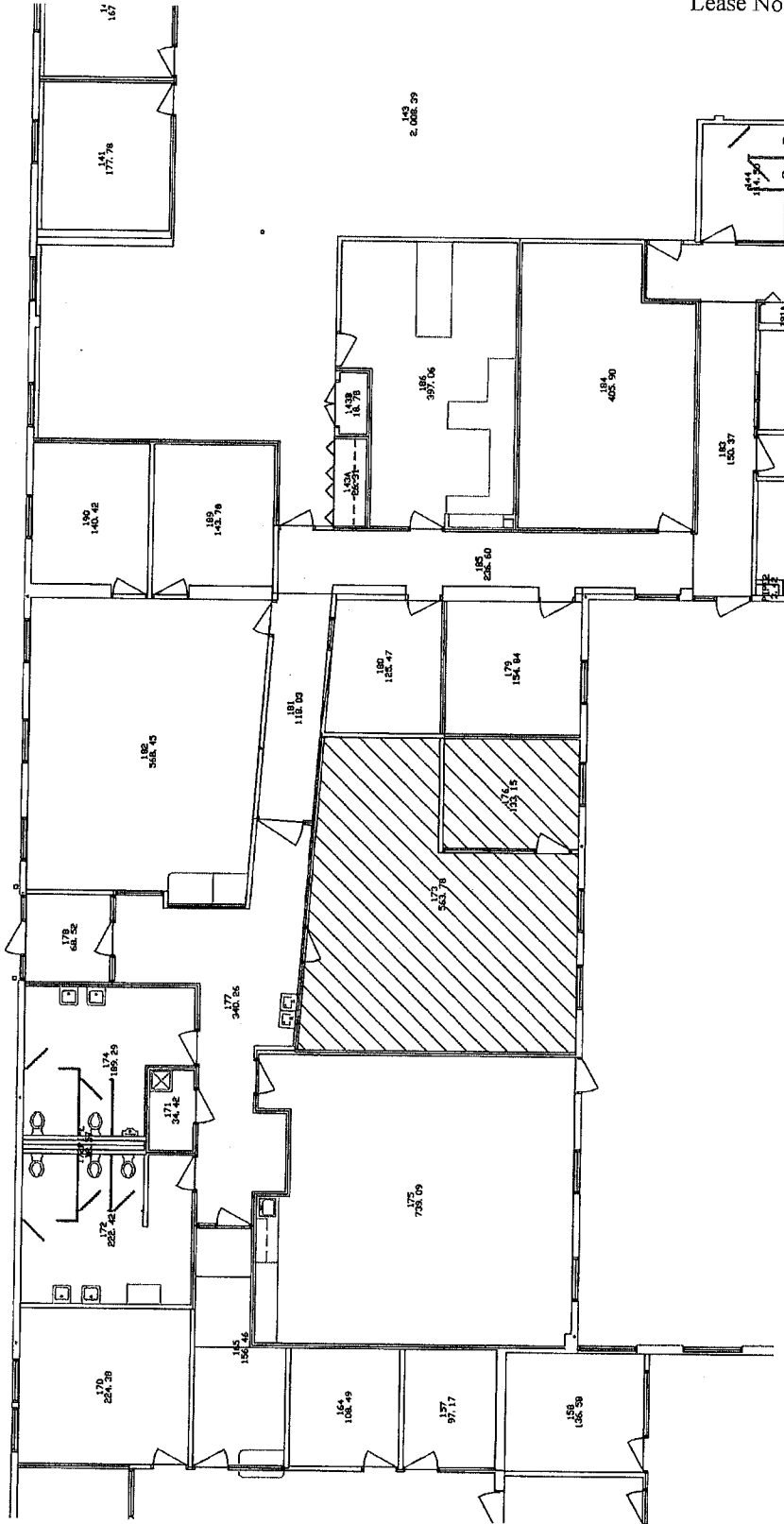
Description	Amount		
FY 20 Estimated Operating Expense (EOE)	\$ 584,507.61		
Capital Expenditures (CE)	\$0.00		
Depreciation (D)	\$ 111,873.92		
Subtotal (EOE+CE+D)	\$ 696,381.53		
Admin+10%	\$ 69,638.15		
Total Estimated Costs (Subtotal+Admin)	\$ 766,019.68		
Total Square Footage of Building	72,264	Footprint	
Cost per square foot	\$ 10.60		
DPS-DVS square feet used	700		
FY 20 DPS-DVS Estimated Yearly Rental	\$ 7,420.21		
Period	Estimated Increase Per Year	Cost Per Year	Monthly Rental
FY 2021 07/01/2020 to 06/30/2021		\$ 7,420.21	\$ 618.35
FY 2022 07/01/2021 to 06/30/2022	1.5%	\$ 7,531.51	\$ 627.63
FY 2023 07/01/2022 to 06/30/2023	1.5%	\$ 7,644.48	\$ 637.04
FY 2024 07/01/2023 to 06/30/2024	1.5%	\$ 7,759.15	\$ 646.60
FY 2025 07/01/2024 to 06/30/2025	1.5%	\$ 7,875.54	\$ 656.29
Total Cost of Amendment		\$ 38,230.88	
Original Contract Cost		\$ 36,603.19	
Total Cost of Contract		\$ 74,834.07	

VIRGINIA HEADQUARTERS DVS SPACE DEFINED.  
DVS SPACE IS 700 SF OF A TOTAL BUILDING SF OF  
70,989 SF.

MnDOT Contract Number: 1002090

Lease No: 11035-A

Exhibit B



INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF ADMINISTRATION,  
PLANT MANAGEMENT DIVISION  
FOR  
PROVIDE SALT FOR THE CAPITAL COMPLEX AREA

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration, Plant Management Division ("Admin/PMD") located at: 321 Grove Bldg. 2, 603 Pine St., St Paul, MN 55101.

#### Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide Salt for the Capital Complex Area ; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

#### Agreement

1. **Term of Agreement; Exhibits**
  - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and Admin/PMD officials pursuant to Minnesota law.
  - 1.2 **Expiration date.** This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 10.
2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide approximately 118 tons of salt (sodium chloride) per year at \$84.64/ton to Admin/PMD for the Capital Complex Area for five years.

Salt			
	Tons	Price/ Ton	Total Cost
One Year	118	\$84.64	\$9,987.52
Five years			5
Subtotal			\$49,937.60
Contingency			\$62.40
Total Cost			\$50,000.00

- 2.1 **MnDOT responsibilities.** MnDOT will:
  - 2.1.1 Provide salt,
  - 2.1.2 Load salt,



- 2.1.3 Maintain records of salt picked up by Admin/PMD,
- 2.1.4 Notify MnDOT, Attn: Cash Accounting, RE: MnDOT Contract Number (1002527), Mail Stop 215, 395 John Ireland Blvd, St. Paul, MN 55155, of the amount to invoice Admin/PMD, and,
- 2.1.5 Invoice Admin/PMD for the agreed amount.
- 2.2 *Admin/PMD responsibilities.* Admin/PMD will:
- 2.2.1 Pick up the salt at the Maryland truck station,
- 2.2.2 Maintain records of salt removed,
- 2.2.3 Pay MnDOT the agreed amount.
3. **Terms of Payment**
- 3.1 The parties will meet before May 15 of each year meet with MnDOT to confirm amount used during the year.
- 3.2 MnDOT will create and enter an invoice in SWIFT.
- 3.3 Admin will make payment using the bilateral netting process in SWIFT.
- 3.4 The total obligation of Admin for all compensation and reimbursements MnDOT under this Agreement will not exceed \$50,000.00.
4. **Authorized Representatives**
- 4.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.
- 4.2 *MnDOT's Authorized Representative* is
- |                 |  |               |
|-----------------|--|---------------|
| Name:           | Jay Emerson  | or successor. |
| Title:          | Clear Roadways Operations Superintendent                             |               |
| MnDOT -         | MnDOT Metro District, Maintenance Operations                         |               |
| Street Address: | 1500 County Road B2 W  |               |
| City State Zip: | Roseville, MN 55113  |               |
| Telephone:      | 651-234-7907   |               |
| Facsimile:      | 651-234-7986   |               |
| Email:          | <a href="mailto:Jay.Emerson@state.mn.us">Jay.Emerson@state.mn.us</a> |               |
- 4.3 *Admin's Authorized Representative* is:
- |                 |  |               |
|-----------------|--|---------------|
| Name:           | Joe Dinnebier  | or successor. |
| Title:          | Grounds Support Services Manager   |               |
| Dept. Name:     | Administration, Plant Management Division                                |               |
| Street Address: | 50 Sherburne Ave. Room G-10  |               |
| City State Zip: | St. Paul, MN 55155   |               |
| Office:         | 651-201-3057   |               |
| Mobile:         | 651-485-6359   |               |
| Facsimile:      | 651-297-5158   |               |
| Email:          | <a href="mailto:Joe.Dinnebier@state.mn.us">Joe.Dinnebier@state.mn.us</a> |               |
5. **Amendments**
- 5.1 Any amendment to this Agreement 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 Agreement, or their successors in office.
6. **Liability**
- 6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law

7. Termination:

- 7.1 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

[The remainder of this page has been intentionally left blank. Signature page follows.]

MnDOT Contract #

1002527

**Minnesota Department of Administration/Plant Management Division**

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

**COMMISSIONER OF TRANSPORTATION**

By: C.A.M.

Title: Director

Date: 6/27/17

**Admin/PMD**

**STATE ENCUMBRANCE VERIFICATION**

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

By: [Signature]

Date: 6/27/17

SWIFT

Contract # 126544

SWIFT

Purchase

Order # 60209-3000006479

By: [Signature]

Title: Assistant Commissioner or Assistant Division Director

Date: 6/28/17

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]

Date: 6/30/2017

**AMENDMENT # 01 TO MnDOT Interagency Partnership Agreement #: 1002527**

Contract Start Date:	06/30/2017	Original Contract Amount:	\$50,000.00
Orig. Contract Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	.NA
Amended Exp. Date :	06/30/2025	Current Amendment Amount:	\$60,000.00
		Current Contract Total:	\$110,000.00

Project Identification: Supply Road Salt for Winter Season of 2017-2025

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration, ~~Plant~~ Facilities Management Division ("Admin/~~PMD~~ FMD") located at: 321 Grove Bldg. 2, 603 Pine St., St Paul, MN 55101.

**Recitals**

1. MnDOT has an Agreement with Admin/~~PMD~~ FMD identified as MnDOT Contract No. 1002527 ("Original Agreement") to provide road salt to Admin/~~PMD~~ FMD for the winter seasons of 2017 through 2020.
2. Both parties wish to extend the expiration date and update terms of the Agreement.
3. Both parties are willing to amend the Original Contract as stated below.

**Contract Amendment**

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1.** Sub-article 1.1. "Effective Date" is amended as follows:

- 1.1 Effective Date. This Agreement will be effective upon execution and approval by the appropriate MnDOT and Admin/~~PMD~~ FMD officials pursuant to Minnesota law.

**REVISION 2.** Sub-article 1.2. "Expiration Date" is amended as follows:

- 1.2 Expiration Date. This Agreement will expire on June 30, ~~2020~~ 2025, unless terminated earlier pursuant to Article 10.

**REVISION 3.** Article 2. "Scope of Work and Responsibilities of Each Party" is deleted and replaced in its entirety.

2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide to Admin/FMD up to 118 tons of road salt (sodium chloride) per Fiscal Year (July 1-June 30). Admin/FMD will be charged the per-ton price plus shipping costs, MnDOT Material Handling, and an administrative cost. The Material Handling Rates change each fiscal year. The Material Handling Rate for Fiscal Year 2021 is 22.54%. The administrative cost is .25 hours (plus normal and customary additives/rates) added each time the picked-up salt is logged in MnDOT's inventory system. In Exhibit A this cost is estimated to be \$120.96 for FY 2021 and is subject to change each fiscal year.

**2.1. MnDOT responsibilities.** MnDOT will:

- 1.1.1 Provide up to 118 tons of road salt. Load salt.
- 1.1.2 Maintain and log records of salt picked up by Admin/FMD in MnDOT's inventory system.
  - 1.1.2.1 Records will be validated by both Admin/FMD and MnDOT at pickup.
  - 1.1.2.2 Logging the inventory items will include an administrative cost for inputting the inventory charges of approximately .25 hours per pickup.
- 1.1.3 Invoice Admin/PMD for salt following pickup.

**2.2 Admin/FMD responsibilities.** Admin/FMD will:

- 2.2.1 Pick up salt at Maryland truck station.
- 2.2.2 Arrange for hauling of road salt from the Maryland truck station.
- 2.2.3 Maintain records of salt picked up.
- 2.2.4 Promptly pay MnDOT the invoiced amount.



**REVISION 4.** Sub-article 3.4 **"Terms of Payment"** is amended as follows:

3.4. The total obligation of Admin/FMD for all compensation and reimbursements to MnDOT under this agreement will not exceed ~~\$50,000.00~~ \$110,000.00.

**REVISION 5.** Sub-article 4.3. **"Admin's Authorized Representative"** is amended as follows:

4.3 Admin's Authorized Representative is:

Name: Joe Dinnebier, or successor  
Title: Grounds Support Services Manager  
Dept. Name: Administration, ~~Plant~~ Facilities Management Division  
Street Address: 50 Sherburne Ave., Room G-10  
City State Zip: St. Paul, MN 55155  
Office: 651-201-3057  
Mobile: 651-485-6359  
Facsimile: 651-297-5158  
Email: Joe.Dinnebier@state.mn.us

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

**ADMIN/~~PMD~~ FMD**

The Admin/~~PMD~~ FMD certifies that the appropriate person(s) have executed the contract on behalf of the Admin/~~PMD~~ FMD as required by applicable articles, bylaws, resolutions or ordinances.

By: C. A. M.

Title: Director, Facilities Mgt. Div.

Date: 8/31/20

**Admin/~~PMD~~ FMD ENCUMBRANCE VERIFICATION**

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

By: [Signature]

Date: 8/14/20

Swift Contract #: 126544

SWIFT PO #: 3-12641

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

Title: Asst. Commissioner or Asst. Division Director

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

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

[illegible]

<b>Total Contract</b>		\$
-----------------------	--	----

Total Cost of Contract FY 2018-2020	Increase %	Increase \$	\$50,000.00
FY 2021			\$10,559.43
FY 2022 plus	3.0%	\$316.78	\$10,876.22
FY 2023 plus	3.0%	\$326.29	\$11,202.50
FY 2024 plus	3.0%	\$336.08	\$11,538.58
FY 2025 plus	3.0%	\$346.16	\$11,884.74
Contingency			\$3,938.53
Total Cost of Contract FY 2018-2025			<b>\$110,000.00</b>

**Rates/Additives** are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:  
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

\*1 **Hourly Rate** = the hourly rate of the employee plus fringe

\*\* **Labor Additive** is applied to cover benefits that are

\*\*\*Material Handling is applied to cover the costs associa

\*\*\*Maintenance/Billing Overhead is composed of indirect personal expenses and lab fees

**Shop Overhead** covers indirect costs such as administration shop personnel. It is applied to shop labor and materials. Thi

**STATE OF MINNESOTA  
INTERAGENCY PARTNERSHIP AGREEMENT**

Location: Fiber optic rings in Minneapolis, St Paul and surrounding metro area.  
Description of Services: Provide single mode fiber pair on MnDOT's Regional Transportation Management Center (RTMC) fiber network.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Office of MN.IT Services ("MN.IT").

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of the State of Minnesota.
2. The parties wish to cooperatively provide network communications utilizing fiber on MnDOT's Regional Transportation Management Center (RTMC) fiber infrastructure.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

**1 Term of Agreement;**

- 1.1 **Effective Date:** This Agreement will be effective the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2030, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibit A is attached and incorporated in to this agreement by reference.

- 2 Scope of Work and Responsibilities of Each Party.** MnDOT will provide MN.IT with 1 pair of single mode fibers on the RTMC fiber infrastructure in a ring topology this configuration will provide fiber resiliency and assist during scheduled construction and in the event fiber damages have occurred. MnDOT will re-route around construction impacted fiber or facilitate temporary fiber installations to prevent loss of connectivity when possible. MN.IT will utilize the dark fiber in its own network design for Minnesota's Network for Enterprise Telecommunications (MNET) connected customers. In the event of fiber outage emergency MnDOT and MN.IT will work collaboratively to determine issues and coordinate the best way to resolve the emergency.

**2.1 MnDOT Responsibilities.** MnDOT will:

- 2.1.1 Provide all management and routing of fiber on the RTMC fiber infrastructure including routing around construction impacts, fiber locates, planned/unplanned fiber repairs, and service notification of scheduled maintenance. Fiber located on MnDOT ROW will be owned and operated by MnDOT.
- 2.1.2 Provide a quarterly spreadsheet such as Exhibit A, which is effective as of this agreement's execution date, containing MNET Locations Utilizing MNDOT RTMC fiber infrastructure to MN.IT. A hardcopy is attached. The Exhibit, will be updated quarterly, and will include Customer Name, Customer, Site, Location address, Status, Active Date, Billing Date, Monthly Cost, Monthly Total and Yearly Total and will be submitted quarterly to MN.IT.



- 2.1.3 Be responsible for approving and forwarding the revised quarterly Exhibit to [ARAgreements.DOT@state.mn.us](mailto:ARAgreements.DOT@state.mn.us) for invoicing each quarter when it is received from MN.IT.

**2.2 MN.IT Responsibilities. MN.IT will:**

- 2.2.1 Construct, contract, and pay for all new fiber laterals including the costs associated to splicing into the RTMC fiber infrastructure, pull all needed permits and be responsible for all aspect of fiber management for fiber lateral segment that connect to the RTMC fiber infrastructure, including maintenance, locates, repairs, and reroutes. A point of delineation at the MnDOT Right of Way (ROW) will be installed on any lateral connection leaving MnDOT ROW. Fiber outside of the MnDOT ROW will be owned and operated by MN.IT.
- 2.2.2 Design MNET customer connections incorporating the fiber resiliency providing dual path connectivity for all customers on the RTMC fiber infrastructure, install, and manage all network equipment to operationalize the MnDOT RTMC provided fiber and take all MNET customer calls regarding all aspects of service.
- 2.2.3 Charges will be assessed and paid in the amount of \$473.32 (Four hundred seventy three dollars and thirty two cents) each month for each connection that is in current and new connection in existence for 30 days.
- 2.2.4 MN.IT will send the quarterly revised Exhibit, to MnDOT showing what changes have been made to the locations and only revise the Exhibit, to facilitate the invoicing process. Changes to the Exhibit A will only be made once each quarter and the updated Exhibit A will be added and incorporated into this agreement by reference.

**3 Consideration and Payment**

- 3.1 Upon execution of this agreement MnDOT will invoice MN.IT as follows:

- 3.1.1 Each active location and any new location in place for 30 days, according to the active date listed in the Exhibit, and will be charged at the rate of \$473.33 per month. Each quarter the adjustments will be made and reflected in the new Exhibit, and quarterly payments will be made for that quarter. Adjustments to the quarterly invoice will take place and be reflected in the new Exhibit. This Interagency Agreement will not be amended to reflect changes, removal, and/or additions to the locations.
- 3.1.2 The total obligation of MN.IT for all compensation and reimbursements to MnDOT under this Agreement will not exceed \$1,500,000.00 (One Million Five Hundred Thousand Dollars).
- 3.1.3 After Fiscal year 2022, an inflationary increase may be added to the per location costs. This COLA would not be greater than the official rate of inflation.

**4 Conditions of Payment.**

- 4.1. All services provided by MnDOT under this Agreement must be performed to MN.IT's satisfaction, as determined at the sole and reasonable discretion of MN.IT's Authorized Representative.
- 4.2 MN.IT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. If an invoice is incorrect, defective or otherwise improper, MN.IT will notify MnDOT within 10 days of discovering the error. After MN.IT receives the corrected invoice, MN.IT will pay MnDOT within 30 days of receipt of such invoice.
- 4.3 MnDOT will create and enter an invoice in SWIFT.
- 4.4 MN.IT will make payment to MnDOT using the bilateral netting process in SWIFT.

**5 Authorized Representatives****5.1 MnDOT's Authorized Representative** will be:

Name: Ralph Adair or his successor  
Title: RTMC Integration and Systems Engineer  
Location: MnDOT District Metro, RTMC  
Address: 1500 W County Road B2, Roseville, MN 55133  
Telephone: 651-234-70274  
Email: [Ralph.Adair@state.mn.us](mailto:Ralph.Adair@state.mn.us)

**5.2 MN.IT's Authorized Representative** will be:

Name: Jim E. Johnson or his successor.  
Title: Communications Director, MN.IT Services  
Address: 658 Cedar St, St Paul, MN 55155  
Telephone: 651-201-1016  
Email: [jim.e.johnson@state.mn.us](mailto:jim.e.johnson@state.mn.us)

**6 Amendments**

Any Amendment to this Agreement 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 Agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Audit:** -Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the MN.IT relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.**9. Jurisdiction and Venue:** - Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.**10. Government Data Practices:** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.**11. Assignment and Amendments**

11.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

11.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

**12. Waiver; Contract Complete**

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

12.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**13 Termination**

Either party may terminate this Agreement at any time, with or without cause, upon twenty four months' notice.

**MN.IT ENCUMBRANCE VERIFICATION**

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

Signed: Lynette Digitally signed  
by Lynette Podritz  
Date: Podritz Date: 2016.11.22  
14:51:52 -06'00'  
SWIFT Contract (SC) ID No.: 118016  
Purchase Order (PO) ID No.: 3000017269

**Office of MN.IT Services\***

\*Please attach the applicable Delegation of Authority, if necessary.

By: Tu Tong Digitally signed  
by Tu Tong -  
CFO  
Title: - CFO Date: 2016.11.23  
10:24:48 -06'00'  
Date: \_\_\_\_\_

**MnDOT**

By: Michael P. Barnes  
(with delegated authority)  
Title: Assistant Commissioner  
Date: 11/30/16

**MnDOT CONTRACT MANAGEMENT**

By: Kyran Hauke  
Date: 12/8/2016

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
DEPARTMENT OF NATURAL RESOURCES  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION  
FOR  
S.P. 092-060-006; M.P. TA 3817(252)

---

This agreement is entered into by and between DEPARTMENT OF NATURAL RESOURCES ("MNDNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the MNDNR desires MnDOT to act as the MNDNR's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The MNDNR is proposing a federal aid project to make improvements to the Caribou Rest Area adjacent to the Gitchi Gami Trail, hereinafter referred to as the "Project(s)"; and

The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 090-060-006, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 3817(252); and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE MNDNR.

A. DESIGNATION. The MNDNR designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project. For details on the procedures to follow see: <http://www.dot.state.mn.us/stateaid/dcp/dcpchecklist.htm>.

B. STAFFING.

1. The MNDNR will designate a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If MNDNR elects to use a private consultant for engineering services, the MNDNR will provide a qualified, full-time public employee of the MNDNR, to be in responsible charge of the Project. The services of the MNDNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the MNDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MNDNR from its primary responsibility for performance of the work.



2. During the progress of the work on the Project, the MNDNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the MNDNR will promptly pay MnDOT 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 MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
  3. The MNDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.
- C. LETTING. The MNDNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
1. The MNDNR will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
  2. The MNDNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
  3. The MNDNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The MNDNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders. The solicitation will state where the MNDNR will receive the sealed bids.
  4. The MNDNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
  5. The MNDNR will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
  6. The MNDNR will receive and open bids.
  7. After the bids are opened, the MNDNR governing body will consider the bids and will award the contract as required by state and federal laws, or reject all bids. If the bid contains a goal for Disadvantaged Business Enterprises, the MNDNR will not award the contract until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The MNDNR will prepare and execute a construction contract with the Contractor, in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction.
2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the MNDNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The MNDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the MNDNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the MNDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MNDNR from its primary responsibility for performance of the work.
4. The MNDNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The MNDNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The MNDNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The MNDNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). The MNDNR will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the MNDNR that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The MNDNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The MNDNR will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the MNDNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The MNDNR will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS FOR CONSTRUCTION OF THE PROJECT.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the MNDNR. The MNDNR will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The MNDNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the amount of each partial estimate. Following certification of the partial estimate, the MNDNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
3. Following certification of the partial estimate, the MNDNR may request reimbursement for costs eligible for federal funds. The MNDNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project, the MNDNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the MNDNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
5. Following certification, by the Project Engineer, of the final estimate, the MNDNR may request reimbursement for costs eligible for federal funds. The MNDNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The MNDNR must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the MNDNR to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the MNDNR or other persons while engaged in the performance of any work or services required or permitted by the MNDNR under this agreement will not be considered employees of MnDOT,

and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The MNDNR will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

4. Utilities. The MNDNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The MNDNR will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the MNDNR are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The MNDNR will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The MNDNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The MNDNR acknowledges that MnDOT is acting only as the MNDNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The MNDNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The MNDNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The MNDNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the MNDNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The MNDNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the MNDNR provides information to the MnDOT as required.

The MNDNR shall comply with the following:

1. Reporting of Total Compensation of the MNDNR's Executives.
  - a. The MNDNR shall report the names and total compensation of each of its five most highly compensated executives for the MNDNR's



preceding completed fiscal year, if in the MNDNR's preceding fiscal year it received:

- i. 80 percent or more of the MNDNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the MNDNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The MNDNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The MNDNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the

plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

4. The MNDNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the MNDNR unless and until the MNDNR is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the MNDNR for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the MNDNR copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
3. MnDOT will review and certify the DBE participation and notify the MNDNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then MNDNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the MNDNR must make up any shortfall.
4. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the MNDNR, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the MNDNR will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the MNDNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

- D. **AUTHORITY.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
- E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The MNDNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **AUTHORIZED REPRESENTATIVES.** Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.
- A. The MNDNR authorized representative is Jon Hendrickson, Principal Engineer, MNDNR, 1568 Highway 2, Two Harbors, MN 55804, or his successor.
- B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.
- IV. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. **AMENDMENTS.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. **CANCELLATION.** This agreement may be canceled by the MNDNR or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the MNDNR as set forth in this Agreement. In the event of such a cancellation the MNDNR will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- IX. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

MNDNR

MNDNR certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: 

Date: 5/10/2017

Title: Deputy Director

By: \_\_\_\_\_

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

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

DEPARTMENT OF TRANSPORTATION

By: 

Title: Director, for State Aid for Local Transportation

Date: 5-19-2017

Mn/DOT Contract Management  
COMMISSIONER OF ADMINISTRATION

By: 

Date: 5-19-2017

**STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT**

Project Description: Wildland Fire Response and Planning

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the State of Minnesota acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Natural Resources "DNR" and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

**Work Order Contract**

---

**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. DNR must not begin work under this Contract until ALL required signatures have been obtained and DNR has been notified in writing to begin such work by MnDOT's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on 09/30/2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this Work Order Contract.

**2. Nature of Work**

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.  
\_\_\_\_\_ Contract Administration  
\_\_\_\_ ☒ \_\_\_\_\_ Emergency Services  
\_\_\_\_\_ Professional/Technical Services  
\_\_\_\_\_ Roadway Maintenance

**3. Scope of Work.** MnDOT will perform services under this Work Order summarized generally as follows:

- 3.1. MnDOT will provide trained firefighters and equipment when requested through an interagency request by the DNR to assist with prescribed burns and wildland fire.

**4. Items provided or completed by the Parties**

- 4.1. The following will be provided or completed by DNR: Reimbursement of costs inclusive of labor, fleet and personnel expenses per union contracts.
- 4.2. The following will be provided by MnDOT: trained firefighters and equipment.
  - 4.2.1. MnDOT personnel must meet minimum training as required for all DNR firefighters and must attend an annual safety refresher.
  - 4.2.2. Additional non-operational fire duties may be filled by MnDOT personnel meeting the requirements for that specific duty.
  - 4.2.3. Tracking of individual fire training records for MnDOT personnel will be done by MnDOT and entered into Incident Qualification System (IQS) by the DNR Fire Training Specialist at Minnesota Interagency Fire Center (MIFC).
  - 4.2.4. MnDOT personnel and equipment requested for working on an ongoing wildland fire or to provide staff and equipment to meet the DNR's daily staffing needs. Duties may include:
    - i. direct fire suppression, either as a hand crew or engine crew,



- ii. staffing for fire suppression at a DNR Forestry Area office or at other designated locations. While providing staffing, personnel may be assigned non-fire project work.
- 4.3. MnDOT personnel must meet all safety requirements for Personal Protection Equipment as outlined in Chapter 11 of the Wildfire Protection Business Manual. (Exhibit B)

**5. Consideration of Payment**

- 5.1. DNR will pay for all services performed by MnDOT on an actual cost basis.
- 5.2. DNR's total obligation for all compensation and reimbursements to MnDOT is \$25,000.00.

**6. Terms of Payment**

- 6.1. MnDOT will create and enter an invoice in SWIFT.
- 6.2. The DNR will be invoiced and make regular payments for the actual cost of wildland fire response and planning services used during the previous month.
- 6.3. DNR will make payment using the bilateral netting process in SWIFT. Upon request of DNR, MnDOT must provide documentation showing the actual costs incurred.
- 6.4. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.
- 6.5. Per Section 7.4 of the Master Partnership Contract;
  - 6.5.1. DNR will pay MnDOT as specified in this work order, and will make prompt payment in accordance with Minnesota law.
  - 6.5.2. Payment by DNR.
    - i. DNR will make payment to the order of the Commissioner of Transportation.
    - ii. IMPORTANT NOTE: Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the MnDOT Invoice Number shown on the invoice.
    - iii. Remit payment to the address below:  
MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1028184W17 and Invoice Number: TBD.  
(see note above)  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

**7. Authorized Representatives**

- 7.1. MnDOT's Project Manager, for this Work Order is:
  - Name/Title: Nathan Johnson, or successor
  - MnDOT - MnDOT Environmental Stewardship.
  - Street Address: 2505 Transportation Rd
  - City State Zip: Willmar, MN 56201
  - Telephone: 612-723-4288
  - Email: Nathan.d.johnson@state.mn.us
- 7.2. MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.
- 7.3. DNR's Project Manager for this Work Order is:
  - Name/Title: William Glesener, Wildfire Operations Supervisor, or successor
  - Name of Agency: Minnesota Department of Natural Resources, Division of Forestry
  - Street Address: 402 SE 11<sup>th</sup> Street

City State Zip: Grand Rapids, MN 55744  
Telephone: 218.322.2709  
Email: bill.glesener@state.mn.us

- 7.4. DNR's Project Manager for this Work Order is responsible for overseeing DNR'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.

**8. Termination**

- 8.1. **Termination by MnDOT or DNR.** DNR, MnDOT 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, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** Both parties may immediately terminate this Work Order if funding is not obtained 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 DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT must provide DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

**9. Additional Provisions**

- 9.1. NONE.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**OTHER AGENCY**

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**OTHER AGENCY ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

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

Swift Contract #: \_\_\_\_\_

SWIFT PO #: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

Title: District Engineer or Assistant District Engineer

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

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

**EXHIBIT A- STANDARD TERMS FOR EMERGENCY SERVICES**

1. MnDOT will furnish personnel, equipment, materials, and services as requested by DNR to assist with responding to or recovering from an emergency (whether declared or undeclared).
2. Services under this category may include services from any or all of the other three categories, including professional/technical services such as bridge and structure inspections and designs of emergency or permanent repairs.
3. MnDOT will keep a strict accounting of time, materials, and equipment usage as directed by DNR, and as necessary to obtain reimbursement of emergency costs from federal and state sources.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

Exhibit B

**WILDFIRE PROTECTION**  
**BUSINESS MANAGEMENT MANUAL**  
**Updated April 5, 2021**  
**Minnesota Department of Natural Resources**  
**Division of Forestry**

**Chapter 10 - Personnel**

**Contents**

**Chapters**

- 11 - Policy
  - 11.1 – Regular Classified Employees
  - 11.2 – Part-Time, Seasonal and Labor Service
    - 11.2.1 – Fire Department Employees
  - 11.3 - Mobilization
  - 11.4 – Training
  - 11.5 - Annual Safety Refresher
  - 11.6 - Work/Rest Guidelines

**11 - Policy**

**11.1 – Regular Classified Employees**

**The Fire Account pays all regular, premium and overtime (cash and Compensatory) payments that result from fire-suppression, pre-suppression and prevention related activities.** This includes charges for retirement, social security, and insurance. Permissible overtime includes direct fire suppression, standby necessary due to fire danger, extended dispatching hours, extended office hours due to fire suppression, emergency fire equipment repair, and support facility operations such as tanker bases and helitack standby, and fire training when such time demands cannot be managed under existing bargaining unit contracts and advance approval is given by the direct supervisor.

**11.2 Part-time, Seasonal and Labor Service Employees**

- A. All time charged to the fire account must be for controlling wildfires or related support activities.** Examples of fire support operations are air tanker base operations, equipment maintenance, and ground support, fire cache operations, dispatching, and authorized pre-suppression training. Employees may perform non-fire related duties while on stand by for direct fire suppression.



- B. The fire account may not be used to hire individuals for the purpose of prescribed fire, fire department property inventory, or non-fire administrative or maintenance duties.** However, as stated above, employees who are already employed and standing by for fire may perform these activities. (See Section 12.2 for limits on prescribed burning.)

#### **11.2.1 – Fire Department Employees**

**Fire department (FD) members who respond with their department in their protection or mutual aid areas will not be paid as state employees.** Their time, if charged for, shall be included in the fire department's invoice for the fire run.

In some instances, it may be necessary to hire fire department members on a DNR payroll.

Exceptions include:

- A. Extended Operations.** When FD equipment and personnel are needed beyond the first burning period and “volunteering” time would be unduly burdensome for FD members.
- B. Out-of-Area Assignments.** When FD equipment and personnel are contracted for duty outside the department's protection or mutual aid area to relieve the FD of employment and insurance liability.

Hiring FD members on a DNR payroll creates a workers compensation liability for the state. Cooperative Fire Protection Agreements make it clear that the FD members are working for their fire department. As such, the fire department's insurance covers the firefighters when they work on wildfires with their department. When FD equipment is hired without firefighters, rates should be adjusted to reflect this.

#### **11.3 - Mobilization**

**DNR employees who are mobilized to federal incidents during their season of employment, in-state or out-of-state, will go as state employees and receive their normal rate of pay.** Employees not currently in employment status (e.g. laid off), and smokechasers may be hired as federal AD employees and go at an appropriate AD pay rate. (An exception being natural resource firefighter leads and fire support personnel, who will be recalled from layoff and sent as state employees).

#### **11.4 – Training**

**Time and expense for training people who are authorized to receive fire training at state expense will be paid from the fire account.** Members of fire departments who are authorized to attend training by the DNR may be reimbursed for expenses only. (See –“Guidelines for Smokechaser Training” and “Higher Level Training for Smokechasers” policies in Appendix V.) Authorized training is training that is required in order to perform assigned firefighting duties.

#### **11.5 – Annual Safety Refresher**

Anyone working on the fire line on either wildfires or prescribed burns is required to take an annual safety refresher. The training curriculum will be annually reviewed and approved by MNICS for state use.

#### **11.6 – Work/Rest Guidelines**

Individuals engaged in wildfire suppression, and supporting activities and normal work activities must be provided adequate rest periods. Excessive fatigue impairs decision-making and can result in accidents and life-threatening situations both on and off the fire line.

The following guidelines apply to all DNR employees, volunteers, and incident management team members engaged in wildfire suppression and support activities. Personnel obtained through mutual aid and cooperative agreements also are subject to these guidelines unless the cooperator requirements are more restrictive.

Supervisors and Incident Commanders shall schedule personnel, including themselves, to provide for the following off-duty period:

- A. Schedules will be developed to provide for a 2 hour to 1 hour work/rest ratio.** One hour of off-duty, unpaid time should be provided for every two hours of work. For example: if a person works for 12 hours, he/she should have minimum of 6 hours off. Scheduled shifts on extended assignments should meet the needs of the incident, while considering the need for rest. It is preferred that scheduled shifts not exceed 14 hours.
- B. Work/Rest Guidance is as follows:**  
When an employee is placed in an “on-call” status, it is considered on duty; even if they are not called or utilized while on-call. Note: During out of state fire assignments, the Incident Commander shall manage schedules to meet work rest guidelines on the incident, agency work/rest provisions shall apply upon return from the incident.

#### **7 Day Scenario Days 1-7**

When work conditions allow it is recommended that Supervisors provide all employees one day off during a 7-day week to minimize the chances of exceeding work/rest guidelines.

#### **14 Day Scenario Days 1-14**

A minimum of one full day (24 continuous hours) off-duty shall be scheduled within a continuous 14-day period at the employees’ home unit.

#### **21 Day Scenario Days 15-21**

Regional or Section Managers shall be informed by Field Supervisors of personnel exceeding 14 days of continuous work schedule due to work demands. During this time period (days 15-21) supervisors shall schedule the nearest one full day off that work conditions/demands allow for at their home unit not to exceed 21 days, or immediately upon returning to their home unit from an off unit assignment.

#### **Exceeding 21 Days**

With Regional or Section Managers approval due to work demands exceeding 21 days, minimum of two full days (48 continuous hours) off duty shall be scheduled to meet work rest guidelines. Days off shall be taken immediately upon return to home unit from off unit assignment.

#### **C. Payroll Coding of R & R days**

An employee returning from a federal incident and/or out of state assignment of 13 days or longer may use comp time, accrued vacation leave or unpaid leave to meet the work rest guidelines, provided the requesting agency has agreed to reimburse the MN Department of Natural Resources and the day falls on a regularly scheduled work day.

Emergency situations may require temporary variations from these guidelines. For example, life-threatening situations may require longer work periods until additional personnel can be obtained. Shortages of equipment or personnel also may require temporary variation from the guidelines. If this

occurs, supervisors and/or incident commanders are to act immediately to obtain the resources needed to meet the above guidelines and should mitigate the individual's need for rest.

### **11.7 – Safety Guidelines**

A detailed listing of department safety guidelines is contained in the DNR Health and Safety Manual. The following pertain to “line duty” for fire suppression and prescribed burning: (For purchasing guidance, see Procurement”, Chapter 25.7. NOTE: safety equipment that is not exclusive to fire should be purchased from general operating funds, or pro-rated to fire based on the supervisor's judgement.)

**A. Fitness Requirements for Wildfire and Prescribed Fire Operations** - All state firefighting resources must meet the requirements specified in Operational Order 133.

#### **B. Personal Protective Gear**

When on the fire line, the following clothing is required; Approved fire resistant (e.g. Nomex) shirt and pants, or coveralls\*; 100% cotton T-Shirt; leather gloves; hard hat; safety goggles or safety glasses; leather boots with at least eight inch tops and skid resistant soles, or rubber boots when working in wet terrain. \*USFS guidance entitled. Keeping Warm on Fires”, states that employee provided garments made of natural fibers such as wool or cotton are acceptable for use under Nomex outerwear.

#### **C. Fire Shelter**

All employees must wear a **fire shelter** unless specifically assigned to a vehicle, in which case they must wear a shelter when away from that vehicle, or when beyond the protective reach of hoses from the vehicle.

#### **D. Safety Boots**

Safety boots (e.g. hard toe) will be provided in accordance with the DNR Personal Protective Equipment Policy (in the DNR Health and Safety Manual). Employees are required to wear leather boots and shall furnish them at their own expense as a condition of employment. Boots approved for firefighting will be at least 8” high and have vibram-type, melt-resistance soles (USFS Standard).

#### **Wildland Fire Boot Standard (USFS)**

“Personnel assigned to wildland fires must wear a minimum of 8-inch high, lace-type exterior leather work boots with Vibram-type, melt-resistant soles. The 8-inch height requirement is measured from the bottom of the heel to the top of the boot. Alaska is exempt from the Vibram-type sole requirement. All boots that meet the footwear standards as described are authorized for firefighting.”

- a. Firefighters who operate, or assist with the operation of heavy equipment (including J-5's, Muskegs and Dozers) shall wear hard-toed boots.
- b. Chainsaw operators on fires (must be trained and certified) may wear standard fire boots or cut resistant boots, boot covers or socks. Cut-resistant foot protection may be provided at state expense to all chainsaw operators.
- c. Safety boots (hard-toe) will be provided to natural resource firefighter leads and selected core-group smokechasers on a reimbursement basis (up to \$125 every 24 months, unless damaged beyond repair.) Occasionally smokechasers who are assigned to work near heavy equipment may be provided with approved toe protection devices at state expense.
- d. Specialty safety footwear, such as rubber boots, cut-resistant boots, etc. may be provided at no cost to the employee when approved by the immediate supervisor.

### **E. Safety Glasses**

Safety eyewear must be worn in accordance with the DNR Personal Protective Equipment Policy in the DNR Health and Safety Manual. The fire account will pay for all safety goggles used for firefighting and for prescription safety glasses for regular and seasonal employees (e.g. leads) who need them for firefighting.

### **F. Hiring Age**

Firefighting personnel must be 18 years old to perform fire line work. However, 17 year olds may be hired and trained in anticipation of being “fire line ready” by the age of 18.

Restrictions on 17 year old employees include:

- a.** May not drive a state vehicle.
- b.** May not be employed to “operate or assist in operation of power-driven machinery (or) in an occupation or activity, or on site, which is hazardous or dangerous to life, limb, or health.” (M.S. 181A.04 and Minnesota rules 5200-0910).
- c.** Must observe time-of-day limitations for high school students.
- d.** May not work on federal incidents. (USFS policy).
- e.** Employees must be 18 years of age to take the work capacity test to meet required physical fitness standards. They must complete and pass the work capacity test as soon as possible after their 18<sup>th</sup> birthday in order to continue employment.

**Exhibit C**  
**Detailed Estimate of Services.**

									*5 Maint/Bill Overhead		
Equipment Rental Item	Rate	Per Unit	Total						% Cost		Total Equip.
Pickup 8,501-14,00	\$1.00	2,000	\$2,000.00						23.23%	\$464.60	\$ 2,464.60
ATV/UTV	\$ 45.78	20	\$915.60						23.23%	\$212.69	\$ 1,128.29
Trailer <10,000	\$4.83	20	\$96.60						23.23%	\$22.44	\$ 119.04
Truck Tandem Axle >26,000	\$5.50	100	\$550.00						23.23%	\$127.77	\$ 677.77
Trailer, Sign	\$ 38.77	20	\$775.40						23.23%	\$180.13	\$ 955.53
Total Equipment Cost											\$ 5,345.22
Employee - Job Class	Per Hour	*1 Hourly Rate \$	2*Basic Fringe Rate	*3 Labor Additive %	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries \$	Percent	Cost \$	Total Employees \$.
Nathan Johnson and David Murphy 2- TPS-3	1.0	\$33.00	\$11.13	22.93%	\$ 10.12	\$54.25	80	\$4,339.92	23.23%	\$1,008.16	\$ 5,348.08
2- TOS-2 and or TOS- 1	1.0	\$30.00	\$11.13	22.93%	\$9.43	\$50.56	80	\$4,044.89	23.23%	\$939.63	\$ 4,984.52
10- TG and or TGS	1.0	\$28.00	\$11.13	22.93%	\$8.97	\$48.10	150	\$7,215.38	23.23%	\$1,676.13	\$ 8,891.51
Total Cost of Salaries								\$ 15,600.19		\$3,623.92	\$19,224.11
Contract Subtotal											\$24,569.33
Contingency											\$430.67
<b>Total Contract</b>											<b>\$ 25,000.00</b>
*1 Hourly Rate = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.											
*2 A basic fringe rate of \$11.13 for FY 2021 can be added to the hourly rate. Employee actual fringe rate can be used rather than "Basic Rate." See Payroll Posting by Employee" report on the iHub at: <a href="http://webreports/financials/FormDefinition.aspx?rid=25910">http://webreports/financials/FormDefinition.aspx?rid=25910</a>											
*3 Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.											
*4 Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers. Maintenance/Billing Overhead is not applied to inventory items.											
*5 Maintenance/Billing Overhead is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing.											
*6 Fringe and Labor Additive are not charged against overtime hours.											
*7 M/BO not charged to inventory.											



**AMENDMENT # 01 TO MnDOT Master Partnership Work Order Contract #: 1028184W17**

Contract Start Date:	06/16/2021	Original Contract Amount:	\$25,000.00
Orig. Contract Exp. Date:	09/30/2022	Prev. Amendment(s) Total:	\$0
Amended Exp. Date :	09/30/2022	Current Amendment Amount:	\$25,000.00
		Current Contract Total: \$	\$50,000.00

Project Identification: MnDOT will provide trained firefighters and equipment when requested through an interagency request by the DNR to assist with prescribed burns and wildland fire.

State Project (SP): NA

Trunk Highway #: NA

Federal Project # : NA

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Natural Resources ("DNR").

**Recitals**

1. MnDOT has a contract with the DNR identified as MnDOT Contract No. 1028184w17 ("Original Contract") to that states MnDOT will provide trained firefighters and equipment when requested through an interagency request by the DNR to assist with prescribed burns and wildland fire.
2. Wildfire resources are in high demand during the fire season of 2021. Additional dollars need to be added to the Contract so MnDOT can supply staff and equipment to DNR when needed for emergency services.
3. MnDOT and the DNR are willing to amend the Original Contract as stated below.

**Contract Amendment**

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1.** Article 1.3 is amended as follows:

- 1.3 **Exhibits:** Exhibits A, B, and through CC1 are attached and incorporated into this Work Order Contract.

**REVISION 2.** Article 5.2 is amended as follows:

- 5.2 DNR's total obligation for all compensation and reimbursements to MNDOT is ~~\$25,000.00~~ \$50,000.00.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

**OTHER AGENCY**

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**STATE ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

Date: August 31, 2021

SWIFT Contract # 195368

SWIFT Purchase Order # 3-190134

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

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

Partnership Proposal Reference				*4 Material Handling Fee					*5 Maint./Bill. Overhead		
Materials & Supplies	Unit	Rate	Total	Percent	Cost				%	Cost	Total M & S
			\$ -	22.54%	\$ -				*7	*7	\$ -
			\$ -		\$ -				*7	*7	\$ -
			\$ -		\$ -				*7	*7	\$ -
Total Materials & Supplies			\$ -								\$ -
Equipment Rental Item	Rate	Per Unit	Total						% Cost		Total Equip.
Pickup 8,501-14,00	\$ 1.00	2,000	\$ 2,000.00						23.23%	\$ 464.60	\$ 2,464.60
ATV/UTV	\$ 45.78	20	\$ 915.60						23.23%	\$ 212.69	\$ 1,128.29
Trailer <10,000	\$ 4.83	20	\$ 96.60						23.23%	\$ 22.44	\$ 119.04
Truck Tandem Axle >26,000	\$ 5.50	100	\$ 550.00						23.23%	\$ 127.77	\$ 677.77
Trailer, Sign	\$ 38.77	20	\$ 775.40						23.23%	\$ 180.13	\$ 955.53
Total Equipment Cost											\$ 5,345.22
Costs of Consultants	Amount										Total Cons.
											\$ -
											\$ -
Total Consultants (Salaries)	\$ -										\$ -
Employee - Job Class	Per Hour	*1 Hourly Rate	2*Basic Fringe Rate	*3 Labor Additive %	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	Percent	Cost	Total Empl.
Nathan Johnson and David Murphy 2- TPS 3	1.0	\$ 33.00	\$ 11.13	22.93%	\$ 10.12	\$ 54.25	160	\$ 8,679.84	23.23%	\$ 2,016.33	\$ 10,696.17
Overtime	1.5	\$ 49.50	*6			\$ 49.50	0	\$ -	23.23%	\$ -	\$ -
Overtime X2 - Sundays & Holidays	2.0	\$ 66.00	*6			\$ 66.00	0	\$ -	23.23%	\$ -	\$ -
Total Employee 1								\$ 8,679.84		\$ 2,016.33	\$ 10,696.17
2- TOS-2 and or TOS- 1	1.0	\$ 30.00	\$ 11.13	22.93%	\$ 9.43	\$ 50.56	160	\$ 8,089.78	23.23%	\$ 1,879.26	\$ 9,969.03
Overtime	1.5	\$ 45.00	*6			\$ 45.00	0	\$ -	23.23%	\$ -	\$ -
Overtime X2 - Sundays & Holidays	2.0	\$ 60.00	*6			\$ 60.00	0	\$ -	23.23%	\$ -	\$ -
Total Employee 2								\$ 8,089.78		\$ 1,879.26	\$ 9,969.03
10- TG and or TGS	1.0	\$ 28.00	\$ 11.13	22.93%	\$ 8.97	\$ 48.10	300	\$ 14,430.75	23.23%	\$ 3,352.26	\$ 17,783.02
Overtime	1.5	\$ 42.00	*6			\$ 42.00	0	\$ -	23.23%	\$ -	\$ -
Overtime X2 - Sundays & Holidays	2.0	\$ 56.00	*6			\$ 56.00	0	\$ -	23.23%	\$ -	\$ -
Total Employee 3								\$ 14,430.75		\$ 3,352.26	\$ 17,783.02
Total Cost of Salaries								\$ 31,200.37		\$ 7,247.85	\$ 38,448.22
Contract Subtotal											\$ 43,793.44
Contingency											\$ 6,206.56
<b>Total Contract</b>											<b>\$ 50,000.00</b>

\*1 Hourly Rate = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.

\*2 A basic fringe rate of \$11.13 for FY 2021 can be added to the hourly rate. Employee actual fringe rate can be used rather than "Basic Rate." See Payroll Posting by Employee" report on the iHub at: <http://webreports/financials/FormDefinition.aspx?rid=25910>

\*3 Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

\*4 Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers. Maintenance/Billing Overhead is not applied to inventory items.

\*5 Maintenance/Billing Overhead is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing.

\*6 Fringe and Labor Additive are not charged against overtime hours.

\*7 M/BO not charged to inventory.

Please note that input fields that are light orange.

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
DEPARTMENT OF NATURAL RESOURCES  
INTERAGENCY AGREEMENT

<b>State Project Number (S.P.):</b>	<u>0302-84</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>10=002</u>	<b><u>\$218,160.00</u></b>

This Agreement is between the Minnesota Department of Transportation, acting through its Commissioner of Transportation ("MnDOT") and the Department of Natural Resources ("DNR").

**Recitals**

1. The DNR will perform grading, bituminous surfacing, and retaining wall construction and other associated construction upon, along and adjacent to Trunk Highway No. 10, 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane according to DNR-prepared plans, specifications and special provisions designated by the DNR and by MnDOT as State Project No. 0302-84 (T.H. 10=002) ("Project"); and
2. The DNR requests MnDOT participate in the costs of the slope reinforcement and storm sewer construction and MnDOT is willing to participate in the costs of said construction and associated construction engineering; and
3. Minnesota Statutes § 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.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date MnDOT obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. MnDOT Ownership of Improvements; 5. Maintenance by the DNR; 10. Liability; Worker Compensation Claims; Insurance; 12. MnDOT Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** MnDOT-approved DNR plans, specifications and special provisions designated by the DNR and by MnDOT as State Project No. 0302-84 (T.H. 10=002) are on file in the office of the DNR's Project Manager and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement.

**2. Right-of-Way Use**

- 2.1. **Limited Right to Occupy.** MnDOT grants to the DNR (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by MnDOT at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with MnDOT, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms

JC



of applicable permits. MnDOT will have no liability to the DNR (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. **MnDOT Access; Suspension of Work; Remedial Measures.** MnDOT's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the DNR or its contractor. If MnDOT determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then MnDOT may direct the DNR (and its contractor) to take such remedial measures as MnDOT deems necessary. MnDOT may require the DNR (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. MnDOT will have no liability to the DNR (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the DNR (and its contractors and consultants) are occupying MnDOT's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All DNR, contractor, and consultant personnel occupying MnDOT's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. **MnDOT Ownership of Improvements.** MnDOT will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the DNR's contractor with respect to such improvements (if any) will flow to MnDOT. The DNR will assist MnDOT, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the DNR's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of MnDOT, the DNR will undertake such actions as are reasonably necessary to transfer or assign contract rights to MnDOT and to permit subrogation by MnDOT with respect to claims against the DNR's consultants and contractors.

### 3. Contract Award and Construction

- 3.1. **Bids and Award.** The DNR will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by MnDOT in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. **Bid Documents Furnished by the DNR.** The DNR will, within 7 days of opening bids for the construction contract, submit to MnDOT's District Engineer a copy of the low bid and an abstract of all bids together with the DNR's request for concurrence by MnDOT in the award of the construction contract. The DNR will not award the construction contract until MnDOT advises the DNR in writing of its concurrence.
- 3.3. **Rejection of Bids.** The DNR may reject and MnDOT may require the DNR 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, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the DNR will repeat the bidding process in a reasonable period of time, without cost or expense to MnDOT.
- 3.4. **Direction, Supervision and Inspection of Construction.**
  - A. The contract construction will be under the direction of the DNR and under the supervision of a registered professional engineer; however, MnDOT participation construction covered under this Agreement will be open to inspection by MnDOT District Engineer's authorized representatives. The DNR will give the District Engineer at Detroit Lakes five days' notice of its intention to start the contract construction.



B. Responsibility for the control of materials for the contract construction will be on the DNR and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the MnDOT's current "Standard Specifications for Construction".

3.5. **Completion of Construction.** The DNR will cause the contract construction to be started and completed according to 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 appropriate DNR official and MnDOT District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.6. **Plan Changes.** All changes in the Project Plans and all addenda, change orders, supplemental agreements and work orders entered into by the DNR and its contractor for contract construction must be approved in writing by MnDOT District Engineer's authorized representative.

3.7. **Compliance with Laws, Ordinances, Regulations.** The DNR will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on MnDOT Trunk Highway Right-of-Way, the DNR will not require the contractor to follow local ordinances or to obtain local permits.

3.8. **Construction Documents Furnished by the DNR.** The DNR will keep records and accounts that enable it to provide MnDOT, when requested, with the following:

- A. Copies of the DNR contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled DNR warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate DNR official that final construction contract payment has been made.
- C. Copies of all construction contract change orders, supplemental agreements and work orders.
- D. A certification form, provided by MnDOT, signed by the DNR's Engineer in charge of the contract construction attesting to the following:
  - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
  - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to MnDOT's current "Standard Specifications for Construction".
  - iii. Full payment by the DNR to its contractor for all contract construction.
- E. Copies, certified by the DNR's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "as built" plan sent to the District Engineer.

#### 4. **Right-of-Way; Easements; Permits**

4.1. The DNR will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by MnDOT, the DNR will furnish MnDOT with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for MnDOT participation construction covered under this Agreement.

4.2. The DNR will convey to MnDOT by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to MnDOT.

4.3. The DNR will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.

- 4.4. The DNR will submit to MnDOT's Utility Engineer an original permit application for all utilities owned by the DNR to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on MnDOT form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 4.5. **Limited Use Permit No. 0302-0025.** The DNR will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit (LUP) to cover the DNR's liability responsibilities of the Heartland Trail to be constructed upon MnDOT's Right-of-Way.

## 5. Maintenance by the DNR

Upon completion of the Project, the DNR will provide the following without cost or expense to MnDOT:

- 5.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.2. **Heartland Trail.** Maintenance of the Heartland Trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. LUP No. 0302-0025 will address further maintenance responsibilities of the Heartland trail.
- 5.3. **MSE and Sheet Pile Retaining Walls.** Maintenance of any retaining wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable and aesthetically acceptable condition.
- 5.4. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of MnDOT's District Hydraulics Engineer at Detroit Lakes and is incorporated into this Agreement by reference.

## 6. Basis of MnDOT Cost

- 6.1. **Schedule "I".** The Preliminary Schedule "I" includes all anticipated MnDOT participation construction items and the construction engineering cost share covered under this Agreement.
- 6.2. **MnDOT Participation Construction.** MnDOT will participate in the following at the percentages indicated. The construction includes MnDOT's proportionate share of item cost for mobilization.
- A. 100 Percent will be MnDOT's rate of cost participation in all of the slope reinforcement and storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 6.3. **Construction Engineering Costs.** MnDOT will pay a construction engineering charge equal to 8 percent of the total MnDOT participation construction covered under this Agreement.

## 7. MnDOT Cost and Payment by MnDOT

- 7.1. **MnDOT Cost.** \$218,160.00 is MnDOT's estimated share of the costs of the contract construction which includes the 8 percent construction engineering cost as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2., MnDOT will decide whether to concur in the DNR's award of the construction contract and, if so, prepare a



Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

**7.2. *Conditions of Payment.*** MnDOT will pay the DNR the full and complete lump sum amount as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Encumbrance by MnDOT of MnDOT's full and complete MnDOT funded lump sum cost share as shown in the Revised Schedule "I".
- B. Approval by MnDOT's Land Management Director at St. Paul of certified documentation, submitted by the DNR, for all right-of-way and easement acquisitions required for the contract construction.
- C. Execution of this Agreement and transmittal to the DNR, including a letter advising of MnDOT's concurrence in the award of the construction contract.
- D. MnDOT's receipt of a written request from the DNR for the advancement of funds. The request will include certification by the DNR that all necessary parties have executed the construction contract.

**7.3. *Limitations of MnDOT Payment; No MnDOT Payment to Contractor.*** MnDOT's participation in the contract construction is limited to the lump sum amount shown in 7.1, and MnDOT's participation will not change except by a mutually agreed written amendment to this Agreement. MnDOT's payment obligation extends only to the DNR. The DNR's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The DNR's contractor will have no right to receive payment from MnDOT. MnDOT will have no responsibility for claims asserted against the DNR by the DNR's contractor.

## **8. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**8.1.** MnDOT's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: maryanne.kellysonnek@state.mn.us

**8.2.** The DNR's Authorized Representative will be:

Name/Title: Kent Skaar, Senior Project Manager (or successor)  
 Address: 500 Lafayette Road, Box 10, St. Paul, MN 55155-4010  
 Telephone: (651) 259-5636  
 E-Mail: kent.skaar@state.mn.us

## **9. Assignment; Amendments; Waiver; Contract Complete**

**9.1. *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**9.2. *Amendments.*** Any amendment to this Agreement 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 Agreement, or their successors in office.

**9.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

9.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between MnDOT and the DNR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 10. Liability; Worker Compensation Claims; Insurance

10.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of MnDOT and the DNR.

10.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10.3. The DNR may require its contractor to carry insurance to cover claims for damages asserted against the DNR's contractor.

#### 11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

#### 12. MnDOT Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the DNR's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and MnDOT Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

#### 13. Government Data Practices

The DNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the DNR under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the DNR or MnDOT.

#### 14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 15. Termination; Suspension

15.1. **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by MnDOT for insufficient funding as described below.

15.2. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement 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 DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

15.3. **Suspension.** In the event of a total or partial government shutdown, MnDOT may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**6. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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



**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: Mussa Branc

Date: 6/27/18

SWIFT Purchase Order No. 3000406519

**DEPARTMENT OF NATURAL RESOURCES**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: Kurt Skam

Title: Service Project Manager  
Parks + Trails Division

Approved:

By: Phil L. J.

Title: Deputy Director

Date: 07/20/2018

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: Shiloh Wald  
(District Engineer)

Date: 7-30-18

Approved:

By: Budget Miller  
(MnDOT Design Engineer)

Date: 7/26/18

**COMMISSIONER OF ADMINISTRATION**

MnDOT Contract Mgmt

By: [Signature]  
(With Delegated Authority)

Date: Aug 3, 2018

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

**~PRELIMINARY SCHEDULE "I"**

**Agreement No. 1028197**

**Minnesota Department of Natural Resources**

Preliminary: June 6, 2018

S.P. 0302-84 (T.H. 10=002)

MnDOT Funds

Grading, bituminous surfacing, and retaining wall construction performed under

City contract with

located on the north side of Trunk Highway No. 10, 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane.

**STATE COST PARTICIPATION**

Slope reinforcement and Storm Sewer From Sheet No. 2	202,000.00
Construction Engineering (8%)	16,160.00
<b>(1) Encumbered Amount</b>	<b>\$218,160.00</b>

(1) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)

Data is considered Non-public prior to project award.

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
DEPARTMENT OF NATURAL RESOURCES  
INTERAGENCY AMENDMENT NO. 1**

MnDOT Project Number (S.P.): 0302-84  
Trunk Highway Number (T.H.): 10=002

Original Amount Encumbered  
\$218,160.00

Revised Amount Encumbered  
\$308,971.26

Amended Amount Encumbered  
\$4,058.99

Total MnDOT Obligation  
\$313,030.25

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT") and the Department of Natural Resources ("DNR").

**Recitals**

1. MnDOT has a contract with the DNR identified as MnDOT Contract No. 1028197 ("Original Contract") to provide payment by MnDOT to the DNR for MnDOT's share of the costs of grading, bituminous surfacing, retaining wall construction and other associated construction upon, along, and adjacent to Trunk Highway No. 10 from 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane under MnDOT Project No. 0302-84 (T.H. 10=002); and
2. This Agreement is amended to provide payment by MnDOT to the DNR for the removal of culvert pipe on Trunk Highway No. 10; and
3. The DNR will provide MnDOT with a signed Supplement Certification Form and signed Supplemental Agreement No. 5 after the Amendment has been fully executed by MnDOT; and
4. MnDOT and the DNR are willing to amend the Original Contract as stated below.

**Contract Amendment**

**The DNR must not begin work under this contract until this contract is fully executed and the DNR has been notified by MnDOT's Authorized Representative to begin the work.**

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1. Article 1.5 is amended as follows:**

**1.5. Exhibits.** ~~Preliminary~~ Amended Revised Schedule "I" is attached and incorporated into this Agreement.

**REVISION 2. Article 6 is amended as follows:**

**6. Basis of MnDOT Cost**

**6.1. Schedule "I".** The ~~Preliminary~~ Amended Revised Schedule "I" includes all anticipated MnDOT participation construction items and the construction engineering cost share covered under this Agreement.

**6.2. MnDOT Participation Construction.** MnDOT will participate in the following at the percentages indicated. The construction includes MnDOT's proportionate share of item cost for mobilization.

A. 100 Percent will be MnDOT's rate of cost participation in all of the slope reinforcement and storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Amended Revised Schedule "I".

**6.3. Culvert Removal Construction.** MnDOT will pay for the removal of culvert pipe on T.H. 10 according to the Amended Revised Schedule "I".

**6.3-6.4. Construction Engineering Costs.** MnDOT will pay a construction engineering charge equal to 8 percent of the total MnDOT participation construction covered under this Agreement.

**REVISION 3. Article 7 is amended as follows:**

**7. MnDOT Cost and Payment by MnDOT**

**7.1. MnDOT Cost.** ~~\$218,160.00~~ **\$313,030.25** is MnDOT's ~~estimated~~ share of the costs of the contract construction which includes the 8 percent construction engineering cost as shown in the Preliminary Amended Revised Schedule "I". The Preliminary Amended Revised Schedule "I" was prepared using ~~estimated~~ contract quantities and unit prices, Supplemental Agreement No. 5 to DNR's construction contract for the Project and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2., MnDOT ~~will decide whether to concur~~ concurred in the DNR's award of the construction contract and, ~~if so, prepare~~ prepared a Revised Schedule "I" based on construction contract unit prices, which ~~will replace and supersede~~ replaced and superseded the Preliminary Schedule "I" as part of this Agreement. MnDOT paid the full and complete lump sum amount of \$308,971.26, as shown on the Revised Schedule "I", on November 19, 2019.

**7.2. Conditions of Payment.** MnDOT will pay the DNR the full and complete lump sum amount for the removal of culvert pipe as shown in the Preliminary Amended Revised Schedule "I", after the following conditions have been met:

A. Encumbrance by MnDOT of MnDOT's full and complete MnDOT funded lump sum cost share as shown in the Preliminary Amended Revised Schedule "I".

~~B. Approval by MnDOT's Land Management Director at St. Paul of certified documentation, submitted by the DNR, for all right of way and easement acquisitions required for the contract construction.~~

~~B.-C. Execution of this amended Agreement and transmittal to the DNR, including a letter advising of MnDOT's concurrence in the award of the construction contract.~~

~~C.-D.~~ MnDOT's receipt of a written request from the DNR for the advancement of funds, and a signed DNR Supplement Certification Form and Supplemental Agreement No. 5 to DNR's construction contract for the Project, which show the lump sum cost for the removal of the culvert as seen in the Amended Revised Schedule "I". The request will include certification by the DNR that all necessary parties have executed the construction contract.

**7.3. Limitations of MnDOT Payment; No MnDOT Payment to Contractor.** MnDOT's participation in the contract construction is limited to the lump sum amount shown in 7.1, and MnDOT's participation will not change except by a mutually agreed written amendment to this amended Agreement. MnDOT's payment obligation extends only to the DNR. The DNR's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The DNR's contractor will have no right to receive payment from MnDOT. MnDOT will have no responsibility for claims asserted against the DNR by the DNR's contractor.



The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

**MNDOT ENCUMBRANCE VERIFICATION**

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

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

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

Original SWIFT Purchase Order: 3000406519

Amended SWIFT Purchase Order: 3000556158

**DEPARTMENT OF NATURAL RESOURCES**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Recommended for Approval:

By: \_\_\_\_\_

Title: Senior Project Manager – Parks and Trails

Approved:

By: \_\_\_\_\_

Title: Deputy Director

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(MnDOT Design Engineer)

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

**MNDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_  
(With Delegated Authority)

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



## STATE OF MINNESOTA

## AGENCY AGREEMENT

for

## FEDERAL PARTICIPATION IN CONSTRUCTION

State Project Number: 092-090-054 \_\_\_\_\_

FAIN No.: not yet assigned \_\_\_\_\_

This agreement is entered into by and between Minnesota Department of Natural Resources ("MnDNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

**RECITALS**

1. Pursuant to Minnesota Statutes Section 161.36, the MnDNR desires MnDOT to act as the MnDNR's agent in accepting federal funds on the MnDNR's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds. The DNR is proposing a federal aid project to construct a portion of the Mill Towns State Trail from White Sands Park Trail Facility to 17<sup>th</sup> Street NW, hereinafter referred to as the "Project"; and
2. The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 092-090-054, and in Federal Highway Administration ("FHWA") records as Minnesota Project not yet assigned; and
  - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
  - 2.2. This project is for construction not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS****1. Term of Agreement**

- 1.1. Effective Date. This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.

**2. MnDNR's Duties**

- 2.1. **Designation.** The MnDNR designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project. Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
  - 2.2.1. The MnDNR will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. In the alternative where the MnDNR elects to use a private consultant for construction engineering services, the MnDNR will provide a qualified, full-time public employee of the MnDNR, to be in responsible charge of the Project. The services of the MnDNR to be performed hereunder may not be assigned, sublet, or transferred unless the MnDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MnDNR from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project, the MnDNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the MnDNR will promptly pay MnDOT 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 MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

2.3. **Pre-letting.** The MnDNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The MnDNR will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The MnDNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.

2.3.3. The MnDNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The MnDNR will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the MnDNR will receive the sealed bids.

2.3.4. The MnDNR may not include other work in the construction contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project. All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The MnDNR will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The MnDNR will receive and open bids.

2.3.7. After the bids are opened, the MnDNR will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the MnDNR will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The MnDNR entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.

2.4. **Contract Administration.**

2.4.1. The MnDNR will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the MnDNR and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

2.4.2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT

Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the MnDNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

- 2.4.3. The MnDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the MnDNR to be performed hereunder may not be assigned, sublet, or transferred unless the MnDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MnDNR from its primary responsibility for performance of the work.
- 2.4.4. The MnDNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The MnDNR will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The MnDNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The MnDNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into Change Order(s) with the Contractor. The MnDNR will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the MnDNR that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The MnDNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The MnDNR will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the MnDNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The MnDNR will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

## **2.5. Limitations.**

- 2.5.1. The MnDNR will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color,



national origin, sex, age, or disability. It is the responsibility of the MnDNR to carry out the above requirements.

2.5.3. **Utilities.** The MnDNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The MnDNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. **MnDOT's Duties**

3.1. **Acceptance.** MnDOT accepts designation as Agent of the MnDNR for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. **Project Activities.**

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the MnDNR copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the MnDNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then MnDNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the MnDNR must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The MnDNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

### 4. **Time**

4.1. The MnDNR must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. MnDNR must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

### 5. **Payment**

5.1. **Cost.** The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the MnDNR. The MnDNR will pay any part of the cost or expense of the Project that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the MnDNR, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the MnDNR seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The MnDNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the MnDNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
- 5.3.1. Following certification of the partial estimate, the MnDNR may request reimbursement for costs eligible for federal funds. The MnDNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
- 5.3.2. Upon completion of the Project, the MnDNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the MnDNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
- 5.3.3. Following certification of the final estimate, the MnDNR may request reimbursement for costs eligible for federal funds. The MnDNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5.3.4. Upon completion of the Project, MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the MnDNR for the Project. If MnDOT finds that the MnDNR has been overpaid, the MnDNR must promptly return any excess funds.
- 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the MnDNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the MnDNR in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The MnDNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the MnDNR's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the MnDNR, or in the event the total amount of federal funds is not available, the MnDNR will be responsible for any and all costs or expenses incurred under this Agreement. The MnDNR further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 5.6. **Closeout.** The MnDNR must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by MnDNR under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The MnDNR will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. **Authorized Representatives**

- 7.1. MnDOT's Authorized Representative is:

Name: Lynnette Roshell, or her successor.

Title: State Aid Project Development Engineer

Phone: 651-366-3822

Email: Lynnette.roshell@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor MnDNR's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 7.2. The MnDNR's Authorized Representative is:

Name: Steve Hennessy or his successor.

Title: Acquisition and Development Coordinator

Phone: 651-259-5633

Email: Steve.Hennessy@state.mn.us

If the MnDNR's Authorized Representative changes at any time during this agreement, the MnDNR will immediately notify MnDOT.

8. **Assignment Amendments, Waiver, and Agreement Complete**

- 8.1. **Assignment.** The MnDNR may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement 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 agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the MnDNR. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

9. **Liability and Claims**

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The MnDNR acknowledges that MnDOT is acting only as the MnDNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The

MnDNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The MnDNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The MnDNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## **10. Audits**

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the MnDNR's books, records, documents, and accounting procedures and practices of the MnDNR, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The MnDNR will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 10.3. If MnDNR expends \$750,000 or more in Federal Funds during the MnDNR's fiscal year, the MnDNR must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The MnDNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the MnDNR under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the MnDNR or MnDOT.
12. **Workers Compensation.** The MnDNR certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The MnDNR's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the MnDNR. Upon termination, the MnDNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the MnDNR has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
  - 14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. 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 MnDNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the MnDNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the MnDNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

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

15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the MnDNR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 MnDNR to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The MnDNR will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the MnDNR from utilizing these funds to pay any party who might be disqualified or debarred after the MnDNR's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The MnDNR will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to 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 Agreement.
18. **Appendix II 2 CFR Part 200 Federal Contract Clauses.** The MnDNR agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the MnDNR shall have the same meaning as "Contractor" in the federal requirements listed below.
  - 18.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide



for such sanctions and penalties as appropriate.

- 18.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 18.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the MnDNR will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. Nondiscrimination.** The MnDNR hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the MnDNR receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.
- 18.13. Federal Funding Accountability and Transparency Act (FFATA).**
- 18.13.1.** This Agreement requires the MnDNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The MnDNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the MnDNR provides information to the MnDOT as required.
- a. Reporting of Total Compensation of the MnDNR's Executives.
  - b. The MnDNR shall report the names and total compensation of each of its five most highly compensated executives for the MnDNR's preceding completed fiscal year, if in the MnDNR's preceding fiscal year it received:

- i. 80 percent or more of the MnDNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the MnDNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.

18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.


18.13.3. The MnDNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

18.13.4. The MnDNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>


18.13.5. The MnDNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the MnDNR unless and until the MnDNR is in full compliance with the above requirements.

**MnDNR**


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

By:   
 Title: Deputy Director  
 Date: 3/13/2018

**DEPARTMENT OF TRANSPORTATION**

By:   
 Title: State Aid Engineer  
 Date: 3-16-2018

MnDOT Contract Management  
**COMMISSIONER OF ADMINISTRATION**

By:   
 Date: 3/16/2018

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPT OF VETERANS AFFAIRS—VETERANS HOME MINNEAPOLIS  
FOR  
SUPPLY ROAD SALT FOR WINTER SEASON OF 2017-2022**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation (“MnDOT”) and the Minnesota Dept of Veterans Affairs—Veteran’s Home Minneapolis (“VDVA-VHMM”) located at: 5101 Minnehaha Avenue South, Minneapolis, MN 55417.

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide road salt; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

**1. Term of Agreement; Exhibits**

- 1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and VDVA-VHM officials pursuant to Minnesota law.
- 1.2 *Expiration date.* This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 11.
- 1.3 *Exhibits.* Exhibit A is attached and incorporated into this agreement.

**2. Scope of Work and Responsibilities of Each Party.**

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit A.

**2.1 MnDOT responsibilities.** MnDOT will:

- 2.1.1 On November 1<sup>st</sup> of each year (at current rate), invoice VDVA-VHM for 50 tons of road salt for the winter season,
- 2.1.2 Provide up to 50 tons of road salt,
- 2.1.3 Load salt,
- 2.1.4 Maintain records of salt picked up by VDVA-VHMM,
- 2.1.5 On May 1 of each year the agreement funds will be reconciled by the MnDOT’s Authorized Representative in Article 4.2 and forwarded to MnDOT Finance and any remaining funds, will be refunded to MDVA-VHM.



- 2.1.6 Will create invoices in SWIFT and make payment of refunds using the bilateral netting process in SWIFT.

2.2 **VDVA-VHM responsibilities.** VDVA-VHM will:

- 2.2.1 Promptly pay MnDOT the invoice amount for the current year,
- 2.2.2 Pick up salt up to 50 tons at the Cedar Avenue truck station,
- 2.2.3 Arrange for the hauling of road salt from the Cedar Avenue truck station,
- 2.2.4 Maintain records of salt removed,
- 2.2.5 MDVA-VHM must create and enter an invoice in SWIFT for the refund amount, if any.

3. **Terms of Payment**

- 3.1 MnDOT will invoice VDVA-VHM as follows: upon execution of this agreement Local Government will pay for salt to be picked up October 1, 2017 to June 30, 2018 cost of \$3,518.11.
- 3.2 Future payments due under this agreement will be invoiced as follows:
  - 3.2.1 Invoice July 1, 2018 for salt picked up between July 1, 2018 and June 30, 2019.
  - 3.2.2 Invoice July 1, 2019 for salt picked up between July 1, 2019 and June 30, 2020.
  - 3.2.3 Invoice July 1, 2020 for salt picked up between July 1, 2020 and June 30, 2021.
  - 3.2.4 Invoice July 1, 2021 for salt picked up between July 1, 2021 and June 30, 2022.
- 3.3 The Other Party/ Local Government will make payment to the order of the Commissioner of Transportation. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment as required in Article 2.2.5:

MnDOT  
 Attn: Cash Accounting  
 RE: MnDOT Contract Number 1028455  
 Mail Stop 215  
 395 John Ireland Blvd  
 St. Paul, MN 55155

- 3.4 The total obligation under this agreement is estimated to be \$18,678.13. This assumes an increase of 3% per year.

4. **Authorized Representatives**

- 4.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

4.2 **MnDOT's Authorized Representative** is

Name: Jay Emerson (or successor)  
 Title: South Region TOS 4  
 MnDOT - Metro District--Maintenance  
 Street Address: 1500 County Road B2, MS 050  
 City State Zip: Roseville, MN 55113  
 Telephone: 651-234-7907  
 Email: [Jay.emerson@state.mn.us](mailto:Jay.emerson@state.mn.us)

4.3 *VDVA-VHM's Authorized Representative* is:

Name: Brent Gustafson, (or successor)  
 Title: Groundskeeper  
 Other: Department of Veterans Affairs-Veterans Home Minneapolis  
 Party/Local  
 Gov't Name:  
 Billing Address: 5101 Minnehaha Ave South  
 City State Zip: Minneapolis, MN 55417-1699  
 Street Address: 5101 Minnehaha Ave South  
 City State Zip: Minneapolis, MN 55417-1699  
 Telephone: 612-548-5942  
 Email: [brent.gustafson@state.mn.us](mailto:brent.gustafson@state.mn.us)

**Liability**

4.4 Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of MnDOT and MDVA-VHM is governed by Minnesota §3.736 and other applicable law.

5. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and the Legislative Auditor for a minimum of six years.

6. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

7. **Government Data Practices:**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

8. **Assignment and Amendments**

8.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

8.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

9. **Waiver; Contract Complete**

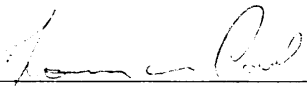
9.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

9.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

10. **Termination:** This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

**VDVA-VHM**

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

By:   
Title: Asst. Dir.  
Date: 11-6-17

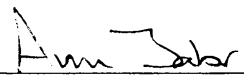
**VDVA-VHM ENCUMBRANCE VERIFICATION**

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

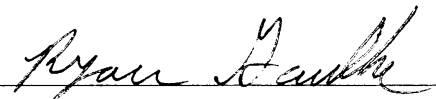
By: Theresa Summer  
Date: 11-17-2017  
SWIFT  
Contract # 134484

SWIFT  
Purchase  
Order # 30000 324 79

**COMMISSIONER OF TRANSPORTATION**

By:   
Title: Assistant Commissioner or Assistant Division Director  
Date: 11/20/17

**COMMISSIONER OF ADMINISTRATION**

By:   
Date: 11/21/17

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee			****Maintenance/ Billing Overhead		Materials/ Supplies
				Percent	Cost		Percent	Cost	Total Cost
Salt	50	\$56.73	\$2,836.50	24.03%	\$ 681.61				\$ 3,518.11
			\$0.00		\$ -				\$ -
			\$0.00		\$ -				\$ -
			\$0.00		\$ -				\$ -
						M/BO not charged to inventory.			\$ -
Total Materials and Supplies			\$0.00						\$ 3,518.11
									Equipment Rental
Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost		Percent	Cost	Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00			\$0.00	\$0.00
Equipment Rental Item 2			\$0.00					\$0.00	\$0.00
Total Equipment Cost			\$0.00						\$0.00
									Consultant Total
Costs of Consultants	Amount								
Consultant Contract 1									\$0.00
Consultant Contract 2									\$0.00
Total Consultants	\$0.00								\$0.00
									Salaries
Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	**Labor Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	Total Cost
1 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00	\$0.00
1 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00	\$0.00
1								\$0.00	\$0.00
2 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00				\$0.00		\$0.00	\$0.00
2 NA								\$0.00	\$0.00
3 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00	\$0.00
3 NA								\$0.00	\$0.00
Total Cost of Salaries								\$0.00	\$0.00
Total Contract									\$3,518.11

Five year agreement with est. 3% annual increase see Table on the next page.

Boxes in	are input boxes.				Total Estimated agreement	\$18,678.13
Boxes in	are notes.					
Total Cost of Contract FY 2018	Increase %	Increase \$	\$3,518.11			
FY 2019 plus	3.0%	\$105.54	\$3,623.65			
FY 2020 plus	3.0%	\$108.71	\$3,732.36			
FY 2021 plus	3.0%	\$111.97	\$3,844.33			
FY 2022 plus	3.0%	\$115.33	\$3,959.66			
Total Cost of Contract			\$18,678.13			

## Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

**Rates/Additives** are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:  
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

\*1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. \*2 A basic fringe rate of \$10.07 can be added to the hourly rate or to find out an employee's hourly rate including fringe, contact your Human Resources office.

\*\* **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

\*\*\***Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

\*\*\*\***Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

**Shop Overhead** (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above.

Please call Contract Management for help with this calculation.



**AMENDMENT # 1 TO MnDOT Interagency Partnership Agreement #1028455.**

Contract Start Date:	<u>11/21/2017</u>	Original Contract Amount:	<u>\$18,678.13</u>
Orig. Contract Exp. Date:	<u>06/30/2022</u>	Prev. Amendment(s) Total:	<u>\$0.00</u>
Amended Exp. Date	<u>06/30/2022</u>	Current Amendment Amount:	<u>\$721.74</u>
		Current Contract Total	<u>\$19,399.87</u>

Project Identification :	<u>Supply Road Salt for Winter Season of 2017-2022</u>		
State Project (SP):	<u>NA</u>	Trunk Highway #:	<u>NA</u>
Federal Project #	<u>NA</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

**Recitals**

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

**Contract Amendment**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded** and underlined.

**REVISION 1.** Sub-article 1.3 "**Exhibits**" is amended as follows:

1.3 **Exhibits.** Exhibit ~~A~~**A-1** is attached and incorporated into this agreement.

**REVISION 2.** Article 2 "**Scope of Work and Responsibilities of Each Party**" is amended as follows:

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A~~**A-1**.

**REVISION 3.** Sub-article 3.2 is amended as follows:

3.2 ~~Future payments due under this agreement will be invoiced as follows~~ **Estimated future invoice costs, based on a 3% increase, are as follows:**

- 3.2.1 Invoice ~~July 1, 2018~~ for salt picked up between July 1, 2018 and June 30, 2019. **\$3,796.17**
- 3.2.2 Invoice ~~July 1, 2019~~ for salt picked up between July 1, 2019 and June 30, 2020. **\$3,910.05**
- 3.2.3 Invoice ~~July 1, 2020~~ for salt picked up between July 1, 2020 and June 30, 2021. **\$4,027.36**
- 3.2.4 Invoice ~~July 1, 2021~~ for salt picked up between July 1, 2021 and June 30, 2022. **\$4,148.18**

**REVISION 4.** Sub-article 3.4 is amended as follows:

**RG**

- 3.4 The total obligation under this agreement **and associated amendments** is estimated to be ~~\$18,678.13~~ **\$19,399.87**. This assumes an increase of 3% per year **as detailed on Exhibit A-1**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**MDVA-VHM**

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

By: Thomas Paul  
Title Administrator  
Date 2-3-18

**MDVA-VHM ENCUMBRANCE VERIFICATION**

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

By: Theresa Sumner  
Date: 7/12/2018  
SWIFT  
Contract # 134484

SWIFT  
Purchase  
Order # 3000035453

**COMMISSIONER OF TRANSPORTATION**

By: Spay Mautner  
Title Assistant Commissioner or  
Assistant Division Director  
Date 9.11.18

**COMMISSIONER OF ADMINISTRATION**

By: Ryan Gaulke  
Date 9/17/2018

Exhibit A1  
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee			****Maintenance/ Billing Overhead		Materials/ Supplies Total Cost
				Percent	Cost		Percent	Cost	
Salt	50	\$56.73	\$2,836.50	24.03%	\$ 681.61				\$ 3,518.11
		\$67.68	\$3,384.00	12.18%	\$ 412.17				\$ 3,796.17
			\$0.00		\$ -				\$ -
			\$0.00		\$ -				\$ -
Total Materials and Supplies			\$0.00				M/BO not charged to inventory.		\$ -
Total Materials and Supplies			\$0.00						\$ 3,796.17

Equipment Rental Item	Rate	Per Unit	Total		Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00		25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00			\$0.00	\$0.00
Total Equipment Cost			\$0.00				\$0.00

Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	**Labor Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead		Salaries Total Cost
									Percent	Cost	
1 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
1								\$0.00		\$0.00	\$0.00
2 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime			\$0.00	Fringe and Labor Additive are not charged against			\$0.00	\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays			\$0.00			\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
3 NA								\$0.00		\$0.00	\$0.00
Total Cost of Salaries								\$0.00		\$0.00	\$0.00
Total Contract											\$3,518.11
Total Contract											\$3,796.17

Boxes in are input boxes.  
Boxes in are notes.

Five year agreement with est. 3% annual increase see Table on the next page.  
Total Estimated agreement

\$19,399.87



## Exhibit A1

MnDOT Contract: 1028455

## Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Total Cost of Contract FY 2018	Increase %	Increase \$	\$3,518.11	\$3,518.11
FY 2019 plus	3.0%	\$0.07904	<u>\$105.54</u>	<u>\$278.06</u>
FY 2020 plus	3.0%		<u>\$108.71</u>	<u>\$113.89</u>
FY 2021 plus	3.0%		<u>\$111.97</u>	<u>\$117.30</u>
FY 2022 plus	3.0%		<u>\$115.33</u>	<u>\$120.82</u>
Total Cost of Contract			<u>\$18,678.13</u>	<u>\$19,399.87</u>

**Rates/Additives** are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:  
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

\*1 Hourly Rate = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. \*2 A basic fringe rate of \$10.07 can be added to the hourly rate or to find out an employee's hourly rate including fringe, contact your Human Resources office.

\*\* Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

\*\*\*Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

\*\*\*\*Maintenance/Billing Overhead is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

Shop Overhead (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.





MnDOT Contract #: 1028455A02

**AMENDMENT # 2 TO MnDOT Interagency Partnership Agreement #1028455.**

Contract Start Date:	<u>11/21/2017</u>	Original Contract Amount:	<u>\$18,678.13</u>
Orig. Contract Exp. Date:	<u>06/30/2022</u>	Prev. Amendment(s) Total:	<u>\$721.74</u>
Amended Exp. Date	<u>06/30/2022</u>	Current Amendment Amount:	<u>\$3,096.76</u>
		Current Contract Total	<u>\$22,496.63</u>

Project Identification : Supply Road Salt for Winter Season of 2017-2022

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

**Recitals**

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

**Contract Amendment**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded and underlined**.

**REVISION 1.** Sub-article 1.3 "Exhibits" is amended as follows:

1.3 **Exhibits.** Exhibit ~~A-1~~ **A-2** is attached and incorporated into this agreement.

**REVISION 2.** Article 2 "Scope of Work and Responsibilities of Each Party" is amended as follows:

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A-1~~ **A-2**.

**REVISION 3.** Sub-article 3.2 is deleted and replaced in its entirety:

3.2	Estimated future invoice costs, based on a 3% increase, are as follows:	
3.2.1	Invoice for salt picked up between July 1, 2018 and June 30, 2019.	\$3,796.17
3.2.2	Invoice for salt picked up between July 1, 2019 and June 30, 2020.	\$4,911.95
3.2.3	Invoice for salt picked up between July 1, 2020 and June 30, 2021.	\$5,059.31
3.2.4	Invoice for salt picked up between July 1, 2021 and June 30, 2022.	\$5,211.09

**REVISION 4.** Sub-article 3.4 is amended as follows:

3.4 The total obligation under this agreement and associated amendments is estimated to be ~~\$19,399.87~~ **\$22,496.63**. This assumes an increase of 3% per year as detailed on Exhibit ~~A-1~~ **A-2**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

**MDVA-VHM**

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

**COMMISSIONER OF TRANSPORTATION**

By: Thomas Paul  
Title Administrator  
Date 9-4-19

By: Ann Sabor  
Assistant Commissioner or  
Title Assistant Division Director  
Date 10/9/19

**MDVA-VHM ENCUMBRANCE VERIFICATION**

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

**COMMISSIONER OF ADMINISTRATION**

By: Shaese Gunderson  
Date: 8/12/2019  
SWIFT  
Contract # 134484

By: Ryan Hauke  
Date 10/12/2019

SWIFT  
Purchase  
Order # 39224

Exhibit A2  
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee Percent	Cost	****Maintenance/ Billing Overhead Percent	Cost	Materials/ Supplies Total Cost
Salt	50	\$80.68	\$4,034.00	18.79%	\$ 757.99			\$ 4,791.99
			\$0.00		\$ -			\$ -
			\$0.00		\$ -			\$ -
Total Materials and Supplies			\$0.00			M/BO not charged to inventory.		\$ 4,791.99

Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00		\$0.00	\$0.00
Total Equipment Cost			\$0.00			\$0.00

Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	**Labor Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead Percent	Cost	Salaries Total Cost
1 Office and Administrative Specialist		\$21.08	\$10.33	25.64%	\$ 8.05	\$ 39.46	2.50	\$98.66	21.59%	\$21.30	\$119.96
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
1								\$98.66		\$25.09	\$119.96
2 Employee -Job Class			\$10.33	25.64%	\$ 2.65	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00	overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.33	25.64%	\$ 2.65	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
3 NA								\$0.00		\$0.00	\$0.00
Total Cost of Salaries								\$98.66		\$25.09	\$119.96
Total Contract											\$4,911.95

Boxes in	are input boxes.	Total Estimated agreement									\$22,496.63
Boxes in	are notes.	Five year agreement with Actual FY18-20, Estimated FY 21-22 3% annual increase see Table below.									

Total Cost of Contract FY 2018	Increase %	Increase \$	Cost per year
FY 2019 plus	7.9%	\$278.06	\$3,796.17
FY 2020 plus	29.4%	\$1,115.78	\$4,911.95
FY 2021 plus	3.0%	\$147.36	\$5,059.31
FY 2022 plus	3.0%	\$151.78	\$5,211.09
Total Cost of Contract			\$22,496.63

## Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

**Rates/Additives** are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:  
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

\*1 Hourly **Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.

\*\* **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

\*\*\***Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

\*\*\*\***Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

**Shop Overhead** (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.





# Purchase Order



Veterans Affairs Department  
Mpls Veterans Home

## Dispatched

## Phone Dispatch

Purchase Order	Date	Revision	Page
H7501-3000039224	07/01/2019	1 - 08/12/2019	1 of 1
Payment Terms	Freight Terms	Ship Via	Event ID
Net 0	FOB Pallow	Ground	
Buyer	Phone	Currency	Agency Reference
Theresa C Gunderson	612/548-6951	USD	

Vendor:  
T790000000  
TRANSPORTATION DEPT  
395 JOHN IRELAND BLVD  
ST PAUL MN 55155  
United States

Ship To:  
WAREHOUSE  
5101 MINNEHAHA AVE SO  
MPLS MN 55417-1647  
United States

Attention:  
Not Specified

Bill To:  
ACCOUNTS PAYABLE  
2ND FL/BLDG 10  
5101 MINNEHAHA AVE S  
MPLS MN 55417-1647  
United States

Tax Exempt?		Tax Exempt ID:	Replenishment Option: Standard				
Line - Sch	Item/Description Mfg Itm ID	Manufacturer Name	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FY 20 ROAD SALT Amendment 2		1.0000	LO	4911.95000	4911.95	07/01/2019

Contract ID: 00000000000000000000134484

Contract Line: 3

Schedule Total	4911.95
Item Total	4911.95
Total PO Amount	4911.95

1. Show the purchase order number on Invoice and all tags, packages and correspondence.
2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
4. Invoicing must match line items on the purchased order.
5. DO NOT COLLECT SALES TAX on this order unless instructed to do so on this Purchase Order or the solicitation document. Effective July 1, 1996, Minnesota State agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4406717. The Department of Revenue does not require State agencies to complete the ST3 Form with this order.
6. Payment terms are Net 30 unless a discount is offered for early payment.

Issuer certifies that funds have been encumbered  
and appropriate approvals have been obtained.

Unauthorized



**AMENDMENT # 03 TO MnDOT Interagency Partnership Agreement #1028455.**

Project Identification: Supply Road Salt for Winter Season of 2017-2022

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

**Recitals**

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

**Contract Amendment**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded** and underlined.

**REVISION 1.** Sub-article 1.3 "**Exhibits**" is amended as follows:

1.3 **Exhibits.** Exhibit ~~A-2~~ A-3 is attached and incorporated into this agreement.

**REVISION 2.** Article 2 "**Scope of Work and Responsibilities of Each Party**" is amended as follows:

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A-2~~ A-3.

**REVISION 3.** Sub-article 3.2 is deleted and replaced in its entirety:

3.2	Estimated future invoice costs, based on a 3% increase, are as follows:	
3.2.1	Invoice for salt picked up between July 1, 2017 and June 30, 2018	\$3,518.11
3.2.1	Invoice for salt picked up between July 1, 2018 and June 30, 2019	\$3,796.17
3.2.2	Invoice for salt picked up between July 1, 2019 and June 30, 2020	\$4,911.95
3.2.3	Invoice for salt picked up between July 1, 2020 and June 30, 2021	\$4,496.25
3.2.4	Invoice for salt picked up between July 1, 2021 and June 30, 2022	<u>\$4,631.14</u>
	Estimated Contract total	\$21,353.62

**REVISION 4.** Sub-article 3.4 is amended as follows:

3.4 The total obligation under this agreement and associated amendments is estimated to be ~~\$22,496.63~~ \$21,353.62. This assumes an increase of 3% per year as detailed on Exhibit ~~A-2~~ A-3.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

**MDVA-VHM**

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

**COMMISSIONER OF TRANSPORTATION**

By: Thomas Paul  
Title: Administrator  
Date: 8-3-2020

By: \_\_\_\_\_  
Title: Assistant Commissioner or  
Assistant Division Director  
Date: \_\_\_\_\_

**MDVA-VHM ENCUMBRANCE VERIFICATION**

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

**COMMISSIONER OF ADMINISTRATION**

By: Theresa Gunderson  
Date: 8/11/2020  
SWIFT  
Contract # 134484

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

SWIFT  
Purchase  
Order # 30000 448417

Exhibit A-3  
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee Percent	Cost	****Maintenance/ Billing Overhead Percent	Cost	Materials/ Supplies Total Cost
Salt	50	\$71.41	\$3,570.50	22.54%	\$ 804.79			\$ 4,375.29
			\$0.00		\$ -			\$ -
			\$0.00		\$ -			\$ -
Total Materials and Supplies			\$0.00			M/BO not charged to inventory.		\$ 4,375.29

Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00		\$0.00	\$0.00
Total Equipment Cost			\$0.00			\$0.00

Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	**Labor Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead Percent	Cost	Salaries Total Cost
1 Office and Administrative Specialist		\$21.61	\$10.33	22.93%	\$ 7.32	\$ 39.26	2.50	\$98.16	23.23%	\$22.80	\$120.96
1 Overtime						\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
1								\$98.16		\$24.96	\$120.96
2 Employee -Job Class			\$10.33	22.93%	\$ 2.37	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00				\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00				\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.33	22.93%	\$ 2.37	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime						\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
3 NA								\$0.00		\$0.00	\$0.00
Total Cost of Salaries								\$98.16		\$24.96	\$120.96
<b>Total Contract</b>											<b>\$4,496.25</b>

Boxes in	are input boxes.	Total Estimated agreement	\$21,353.62
Boxes in	are notes.		

Five year agreement with Actual FY18-20, Estimated FY 21-22 3% annual increase see Table below.

Total Cost of Contract FY 2018	Increase %	Increase \$	Cost per year
			\$3,518.11
FY 2019 plus	7.9%	\$278.06	\$3,796.17
FY 2020 plus	29.4%	\$1,115.78	\$4,911.95
FY 2021 plus	-8.46%	-\$415.70	<b>\$4,496.25</b>
FY 2022 plus	3.0%	\$134.89	\$4,631.14
Total Cost of Contract			<b>\$21,353.62</b>

## Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

**Rates/Additives** are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:  
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

- \*1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.
- \*\* **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.
- \*\*\***Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.
- \*\*\*\***Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.
- Shop Overhead** (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.

**AMENDMENT # 04 TO MnDOT Interagency Partnership Agreement #1028455.**Project Identification: Supply Road Salt for Winter Season of 2017-2022

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

**Recitals**

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

**Contract Amendment**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded** and underlined.

**REVISION 1.** Sub-article 1.3 "**Exhibits**" is amended as follows:

1.3 **Exhibits.** Exhibit ~~A-3~~ A-4 is attached and incorporated into this agreement.

**REVISION 2.** Article 2 "**Scope of Work and Responsibilities of Each Party**" is amended as follows:

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A-3~~ A-4.

**REVISION 3.** Sub-article 3.2 is deleted and replaced in its entirety:

3.2	Estimated future invoice costs:	
3.2.1	Invoice for salt picked up between July 1, 2017 and June 30, 2018	\$3,518.11
3.2.2	Invoice for salt picked up between July 1, 2018 and June 30, 2019	\$3,796.17
3.2.3	Invoice for salt picked up between July 1, 2019 and June 30, 2020	\$4,911.95
3.2.4	Invoice for salt picked up between July 1, 2020 and June 30, 2021	\$4,496.25
3.2.5	Invoice for salt picked up between July 1, 2021 and June 30, 2022	<u>\$4,790.84</u>
	Estimated Contract total	\$21,513.32

**REVISION 4.** Sub-article 3.4 is amended as follows:

3.4 The total obligation under this agreement and associated amendments is estimated to be ~~\$22,496.63~~ \$21,513.32. ~~This assumes an increase of 3% per year as detailed on Exhibit A-3.~~


The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.



**MDVA-VHM**

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

**COMMISSIONER OF TRANSPORTATION**


By:   
Title Larry J. Herke, Commissioner  
Date 8/20/2021

By: \_\_\_\_\_  
Title Assistant Commissioner or  
Assistant Division Director  
Date \_\_\_\_\_

**MDVA-VHM ENCUMBRANCE VERIFICATION**

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

**COMMISSIONER OF ADMINISTRATION**

By:   
Date: 8/17/2021  
SWIFT  
Contract # 134484

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

SWIFT  
Purchase  
Order # 30000 48801

Exhibit A-4  
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Proposal Reference	***Material Handling Fee				****Maintenance/	
	Unit	Rate	Total	Percent	Billing Overhead Percent	Cost
d Supplies (Inventory)	50	\$76.16	\$3,808.00	22.50%		
			\$856.80			
			\$0.00	\$		
			\$0.00	\$		
ials and Supplies			\$0.00			M/BO not charged to inventor
Rental Item	Rate	Per Unit	Total		Percent	Cost
Rental Item 1			\$0.00		25.43%	\$0
Rental Item 2			\$0.00			\$0
ment Cost			\$0.00			
Job Class	**Labor			****Maintenance/		
	Per Hour	*1Rate	*2 Basic Fringe Rate	Rate \$	Total Cost of Hours	Billing Overhead Percent Cost
Administrative Specialist		\$22.15	\$10.59	\$6.76	\$98.74	27.65%
				\$0.00	\$0.00	\$0
2 - Sundays and Holidays				\$0.00	\$0.00	\$0
					\$98.74	\$27
f Salaries						
act						

Total Estimated agreement			
Five year agreement with Actual FY18-20, Estimated FY 21-22 3% annual increase see Table below.			
f Contract FY 2018	Increase %	Increase \$	Cost per year
FY 2019 plus	7.9%	\$278.06	\$3,518.11
FY 2020 plus	29.4%	\$1,115.78	\$3,796.17
FY 2021 plus	-8.46%	-\$415.70	\$4,911.95
FY 2022 plus	6.55%	\$294.59	\$4,496.25
Total Cost of Contract			\$4,790.84
			\$21,513.32

are input boxes.  
are notes.

\*1 Hourly Rate = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Fringe rate is different.

\*\* Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, and unemployment compensation.

\*\*\*Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items in inventory centers.

## Exhibit A-4

## Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

\*\*\*\***Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is a additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory

**Shop Overhead** (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spread Contract Management for help with this calculation.

**INTERAGENCY PARTNERSHIP CONTRACT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY, STATE PATROL DIVISION  
FOR  
RENTAL OF CLASSROOM SPACE AT MNDOT'S TRAINING CENTER**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and Minnesota Department of Public Safety, State Patrol Division ("DPS-SPD") located at: 445 Minnesota Street #130, Saint Paul, MN 55101-5130.

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide use of and payment for rental of classroom space at MnDOT's Training Center; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and Other Party/Local Government officials pursuant to Minnesota law.
  - 1.1.2 **Expiration date.** This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 11.
  - 1.2 **Exhibits.** Exhibit A is attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** This agreement will provide for the use of classroom space as defined in Exhibit A, located in the MnDOT Training Center in Shoreview, 1900 West County Road I, Shoreview, MN 55126 to the DPS-SPD, which will be scheduled in advance for each training event.
  - 2.1 **State responsibilities.** State will:
    - 2.1.1 Create invoices for classroom space used by DPS-SPD, from July 1, 2017 until the date this agreement is approved and, thereafter, monthly for classroom space use in accordance with pricing listed on Exhibit A.
    - 2.1.2 Reserve available classroom space per DPS-SPD request.
    - 2.1.3 Set-up classroom(s) on reserved dates per DPS-SPD request.
    - 2.1.4 Provide room clean up.
  - 2.2 **DPS-SPD responsibilities.** DPS-SPD will:
    - 2.2.1 Pay invoiced amount for classroom space used in accordance with pricing listed on Exhibit A.
    - 2.2.2 Schedule classroom use with MnDOT Training Center front desk.
    - 2.2.3 Obtain all necessary permits and licenses required for DPS-SPD training activities.

- 2.2.4 Be responsible for internal security of personal property within the MnDOT classroom areas assigned.
- 2.2.5 Accept full responsibility for the conduct of all DPS-SPD employees and other individuals invited by DPS-SPD.

### 3. Terms of Payment

- 3.1 State will invoice for classroom space use upon execution of this agreement using the bilateral netting process in SWIFT. The estimated amount for this contract is \$25,000.00. If the estimated amount is exceeded, an amendment will be executed.
  - 3.1.1 State will create an invoice in SWIFT..
  - 3.1.2 DPS-SPD will make payment in SWIFT.

### 4. Authorized Representatives

- 4.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

#### 4.2 *State's Authorized Representative* is

Name: Linda Hinrichs (or successor).  
 Title: Training Manager  
 MnDOT - Corporate Services/Office of Human Resources  
 Street Address: 1900 West County Road I, MS 206  
 City State Zip: Shoreview, MN 55126  
 Telephone: 651-366-5244  
 Email: [linda.hinrichs@state.mn.us](mailto:linda.hinrichs@state.mn.us)

#### 4.3 *DPS-SPD Authorized Representative* is:

Name: Eric Barthel (or successor).  
 Title: Captain  
 Other Party: Department of Public Safety, State Patrol Division  
 Billing Address: 445 Minnesota Street #130  
 City State Zip: Saint Paul, Mn 55101-5130  
 Telephone: 651-757-1910  
 Email: [eric.barthel@state.mn.us](mailto:eric.barthel@state.mn.us)

### 5. Amendments

- 5.1 Any Amendment to this Agreement 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 Agreement, or their successors in office.

### 6. Liability

- 6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

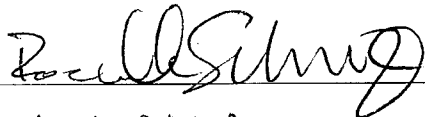
- 7. **Termination:** This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party.

[The remainder of this page has been intentionally left blank. Signature page follows.]



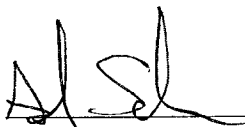
**DEPARTMENT OF PUBLIC SAFETY –  
STATE PATROL DIVISION**

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

By:   
Title: Asst. Chief  
Date: 10/2/17


**STATE ENCUMBRANCE VERIFICATION**

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

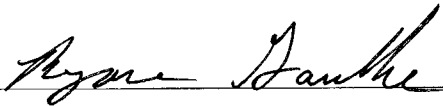
By:   
Date: 3 Oct 2017  
SWIFT  
Contract # 83267

SWIFT  
Purchase  
Order # Article 10's

**COMMISSIONER OF TRANSPORTATION**

By:   
Title: Assistant Division Director  
Date: 10-12-17

**COMMISSIONER OF ADMINISTRATION**

By:   
Date: 10/16/2017

**EXHIBIT A: MnDOT Classroom Rental Information At A Glance**

<b>Room #</b>	<b>Daily Rate</b>	<b>Classroom Style Capacity</b>	<b>Conference Style Capacity</b>	<b>Notes</b>	<b>Size</b>
1	\$100	60-80	40		32'x64'
2	\$75	32	25	Smartboard	32'x32'
3	\$75	32	25		32'x32'
4	\$100	60-80	40		32'x64'
5	\$250	18		18 computer workstations	
6	\$250	8		CAES CADD 8 computer workstations	
7	\$250	12		CAES CADD 12 computer workstations	
8	\$85	40	25-30		30'x46'
9	\$75	14	14	Skype Conference Equipment	20'x22'
10	\$85	45	30		33'x46'
11	\$75	20	20		25'x34'
14	\$75	12	12		15'x20'
A	\$75	8	8	Desktop Skype Conference equipment	30'x40'

**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA INDIAN AFFAIRS COUNCIL  
FOR  
BURIAL RECOVERY AT MISSION CREEK IN DULUTH  
STATE PROJECT NUMBER 6910-92**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and Minnesota Indian Affairs Council ("MIAC") located at: 161 St. Anthony Ave, Ste 919, St. Paul, MN 55103.

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide recovery of the cemetery that was inadvertently disturbed by construction ; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**

- 1.1 *Effective date.* This Agreement will be effective July 1, 2017.
- 1.2 *Expiration date.* This Agreement will expire on June 30, 2019 unless terminated earlier pursuant to Article 11.
- 1.3 *Exhibits.* Exhibits A-D are attached and incorporated into this agreement.

2. **Scope of Work and Responsibilities of Each Party.** See Exhibit A, which is attached and incorporated into this agreement.

3. **Terms of Payment**

- 3.1 Contractor will be paid on a Hourly Rate plus Expenses basis as follows:

Direct Labor Costs:	\$ 314,339.50
Direct Expense Costs:	\$ 74,550.00

- 3.2 State will not pay overtime rates for any overtime worked by Contractor unless State's Authorized Representative has specifically authorized overtime, in writing.
- 3.3 Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by the State's Authorized Representative prior to incurring costs.
- 3.4 See Exhibit B for Budget Details on Contractor.
- 3.5 Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount

than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

3.6 State's total obligation for all compensation and reimbursements to Contractor will not exceed \$388,889.50.

#### 4. Payment.

##### 4.1 Payment

- 4.1.1 **Invoices.** MIAC must submit invoices electronically for payment, using the format set forth in Exhibit D. MIAC will submit invoices for payment on a quarterly basis.
- 4.1.2 **MnDOT's Payment Requirements.** MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MIAC's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MIAC within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MIAC within 30 days of receipt of such invoice.
- 4.1.3 **All Invoices Subject to Audit.** All invoices are subject to Audit, at MnDOT's discretion.
- 4.1.4 **Invoice Package Submittal.** MIAC must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.
  - 4.1.4.1 Each invoice must contain the following information: MnDOT Contract Number, MIAC's invoice number (sequentially numbered), MIAC's billing and remittance address, if different from business address, and MIAC's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
  - 4.1.4.2 Direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of MIAC. Supporting documentation in the form of approved expenses as submitted through SEMA 4, which will be provide to MnDOT as requested.
  - 4.1.4.3 MIAC must provide, upon request of MnDOT's Authorized Representative, the following supporting documentation:
    - 4.1.4.3.1 Direct salary costs of employees' time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
    - 4.1.4.3.2 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.
  - 4.1.4.4 **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this contract may be paid until MnDOT's agency head has reviewed the final product of this contract. The balance due will be paid when MnDOT's agency head determines that MIAC has satisfactorily fulfilled all the terms of this contract.
  - 4.1.4.5 **Federal Funds.** If federal funds are used, MIAC is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any



requirements imposed by MIAC's failure to comply with federal requirements.

5. **Conditions of Payment.** All services provided by MIAC under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. MIAC will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state or local law.

6. **Authorized Representatives**

- 6.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

6.2 *State's Authorized Representative* is

Name:	Roberta Dwyer	or her successor.
Title:	Project Manager	
MnDOT -	District One	
Street Address:	1123 Mesaba Avenue	
City State Zip:	Duluth, MN 55811	
Telephone:	218-725-2781	
Email:	Roberta.dwyer@state.mn.us	

6.3 *MIAC's Authorized Representative* is:

Name:	Dennis Olson, Jr	or his successor.
Title:	Executive Director	
MIAC:	Minnesota Indian Affairs Council:	
Billing Address:	161 St. Anthony Avenue	
City State Zip:	St. Paul, MN 55103	
Telephone:	(651) 539-2202	
Email:	dennis.w.olson@state.mn.us	

7. **Standard of Care and Liability.** In the performance of its professional services, MIAC will use the degree of care, knowledge, and skill ordinarily exercised by other reputable professionals in the field under like circumstances in the State of Minnesota. MIAC will be responsible for any damages incurred as a result of its failure to comply with this standard of care or other contract requirements, and for any loss or cost to repair or remedy such non-compliance. MIAC will indemnify, save, and hold MnDOT, and its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by, arising from the performance of this agreement by MIAC or MIAC's agents or employees. This clause will not be construed to bar any legal remedies MIAC may have for MnDOT's failure to fulfill its obligations under this agreement.
8. **Audit.** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of MIAC relevant to this Agreement are subject to examination by MnDOT and the State of Minnesota and the Legislative Auditor for a minimum of six years.
9. **Jurisdiction and Venue.** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
10. **Government Data Practices.** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties. The parties recognize that Minn. Stat. § 307.08, Subd. 11 and Section 304 of the National Historic Preservation Act make certain archeological site data nonpublic.



11. **Dispute Resolution.** MnDOT and MIAC have a mutual desire to resolve contract and project-related disputes expeditiously, informally, and at the lowest level possible. Disputes will be initially addressed by the MnDOT CRU Project Manager and the MIAC liaison. If the dispute is not resolved at the initial level, it will be referred to the MnDOT CRU Supervisor and the MIAC liaison. If the dispute is not resolved at that intermediate level, it will be referred to MIAC Executive Director and the State Commissioner of Transportation.
12. **Time.** MIAC must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence. MIAC will perform its duties as expeditiously as is consistent with professional care and skill and the orderly progress of the project. If MIAC fails to substantially perform its duties by the time fixed for the completion of the work, MnDOT may immediately terminate this contract. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to a "force majeure event" including acts of God, acts of the public enemy, unusually severe weather, or acts of governmental authorities.
13. **Workers' Compensation and Employment Claims.** MIAC certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. MIAC's employees and agents are not employees of MnDOT. Any claims that may arise under the Minnesota Workers' Compensation Act and any other employment related claims which may be brought by, or on behalf of, the MIAC Liaison and any claims made by any third party as a consequence of any act or omission on the part of MIAC or the MIAC Liaison are in no way MnDOT's obligation or responsibility.
14. **Plain Language; Accessibility Standards.**
  - 14.1 *Plain Language.* MIAC must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MIAC will take the following steps in the deliverables: Use language commonly understood by the public; Write in short and complete sentences; Present information in a format that is easy-to-find and easy-to-understand; and Clearly state directions and deadlines to the audience.
  - 14.2 *Accessibility Standards.* MIAC agrees to comply with the State of Minnesota's Accessibility Standard ([http://nm.gov/oet/images/Stnd\\_State\\_Accessibilit.pdf](http://nm.gov/oet/images/Stnd_State_Accessibilit.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows: All videos must include closed captions, audio descriptions and a link to a complete transcript; All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Contractor will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.
15. **Discrimination.** MIAC will comply with the provisions of Minnesota Statutes § 181.59 which requires that every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause I

of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

16. **E-Verify Certification (In accordance with Minnesota Statutes §16C.075).** For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of MnDOT, MIAC and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of MnDOT. MIAC is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with MIAC and made available to MnDOT upon request.

17. **Assignment and Amendments**

- 17.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 17.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

18. **Waiver; Contract Complete**

- 18.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 18.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

19. **Termination or Suspension**

- 19.1 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party.
- 19.2 MnDOT may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to MIAC. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, MIAC will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide MIAC notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 19.3 MnDOT may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by MIAC during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.



**MINNESOTA INDIAN AFFAIRS COUNCIL**

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

By: [Signature]  
 Title: Chairman  
 Date: 6/27/18

**COMMISSIONER OF TRANSPORTATION**

By: Nancy Daubenberg  
 Assistant Commissioner or  
 Title: Assistant Division Director Engineering Services  
 Date: 6/28/2018

**MINNESOTA INDIAN AFFAIRS COUNCIL**

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

By: [Signature]  
 Title: Executive Director  
 Date: 6/27/18

**STATE ENCUMBRANCE VERIFICATION**

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

By: Melissa Brand  
 Date: 6/27/18  
 SWIFT Contract #: 143969  
 SWIFT Purchase Order #: 3000423101

MnDOT Capital Asset  
**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
 Date: 6-28-2018

Exhibit A  
Scope of Work

The scope of this work includes assisting the State with burial recovery efforts at the inadvertently disturbed native cemetery on T.H. 23 near Mission Creek in Duluth, Mn. Work items will include coordinating with the State, the Fond du Lac Band and the Office of the State Archaeologist (OSA) to direct the State's consultant for restoration the as per Minnesota statute §307.08. The following tasks are included:

- Weekly meetings, State, OSA and Fond du Lac staff
- Regular communications with consultant and State
- Oversight of the burial recovery site to ensure that human remains and cultural artifacts are identified, handled with proper care and respect, and turned over to the Fond du Lac community for repatriation.
- Communications with the Fond du Lac Reservation Business Council
- provide appropriate training to burial recovery workers
- transportation of recovered materials to appropriate repositories

Contractor will provide their own vehicles and equipment for this work.

Exhibit B  
Budget

Employee	Rate (1) (2)			FY 2019 Amount		Cost
Cultural Resource Director	\$	52.31	Hour	1600	3200	\$ 167,392.00
Cultural Resource Specialist- Regular	\$	36.10	Hour	2000	3600	\$ 129,960.00
Cultural Resource Specialist-OT@1.5 X plus FICA	\$	37.75	Hour	250	450	\$ 16,987.50
						\$ 314,339.50
Direct Expenses						
Lodging	\$	100.00	Night	200	400	\$ 40,000.00
Meals	\$	36.00	Day	250	450	\$ 16,200.00
Mileage	\$	0.545	miles	10,000	30000	\$ 16,350.00
Supplies	\$	1,000.00	Annually		2000	\$ 2,000.00
(1) Includes fringe benefits.						\$ 74,550.00
Grand Total	\$	388,889.50				

(1) Includes FICA, retirement, insurance  
(2) or current wage



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

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

Travel Status

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

Restrictions

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_\_ % (from Column 6 Progress Report)  
Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1030889

Contract Expiration Date: November 20, 2020

SP Number: 6910-92 TH Number: 23

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$314,339.50			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$74550.00			
<b>Net Earnings Totals:</b>	<b>\$388,889.50</b>			
<b>Total Amount Due This Invoice:</b>				

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

\*\*Must Match Net Earnings Totals Above

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

Contractor: Minnesota Indian Affairs Council

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

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

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

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



MnDOT Contract #: 1030889

**AMENDMENT # 1 TO MnDOT INTERAGENCY #: 1030889.**

Contract Start Date:	06/28/2018	Original Contract Amount:	\$388,889.50
Orig. Contract Exp. Date:	06/30/2019	Prev. Amendment(s) Total:	\$ N/A
Amended Exp. Date :	11/30/2020	Current Amendment Amount:	\$ N/A
		Current Contract Total:	\$388,889.50

Project Identification:	Burial Recovery at Mission Creek in Duluth		
State Project (SP):	6910-92	Trunk Highway #:	23
Federal Project # :	N/A		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Minnesota Indian Affairs Council a Governmental Agency ("Contractor").

**Recitals**

1. The State has a contract with the Contractor identified as MnDOT Contract No. 1030889 ("Original Contract") to provide assistance with burial recovery at Mission Creek in Duluth.
2. The expiration date for this agreement needs to be extended in order to complete the tasks in the agreements scope of work.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

**Contract Amendment**

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1.** Article 1.2 is amended as follows:

- 1.2 Expiration date.** This Agreement will expire on ~~June 30, 2019~~ November 30, 2020 unless terminated earlier pursuant to Article 11.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

**CONTRACTOR**

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

By: [Signature]  
 Title: Executive Director MIAAC  
 Date: 6/27/19

By: [Signature]  
 Title: Chairman  
 Date: 6/28/19

**STATE ENCUMBRANCE VERIFICATION**

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

By: [Signature]  
 Date: 7-3-19

SWIFT Contract # 143969

SWIFT Purchase Order # 3000465988

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
 Title: Assistant Division Director  
 Date: 7/3/2019

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
 Date: July 3, 2019

**AMENDMENT # 2 TO MnDOT INTERAGENCY #: 1030889.**

Contract Start Date:	06/28/2018	Original Contract Amount:	\$388,889.50
Orig. Contract Exp. Date:	06/30/2019	Prev. Amendment(s) Total:	N/A
Amended Exp. Date :	01/31/2022	Current Amendment Amount:	N/A
		Current Contract Total:	\$388,889.50

---

Project Identification: Burial Recovery at Mission Creek in Duluth

State Project (SP): 6910-92

Trunk Highway #:23

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Minnesota Indian Affairs Council a Governmental Agency ("Contractor").

**Recitals**

- 
1. The State has a contract with Contractor identified as MnDOT Contract No. 1030889 ("Original Contract") to provide assistance with burial recovery at Mission Creek in Duluth.
  2. The expiration date for this agreement needs to be extended in order to complete the tasks in the agreements scope of work.
  3. The State and Contractor are willing to amend the Original Contract as stated below.

**Contract Amendment**

---

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1.** Article 1.2. "**Expiration Date**" is amended as follows:

**1.2 Expiration date:** This Agreement will expire on ~~November 30, 2020~~ January 31, 2022 unless terminated earlier pursuant to Article 11.


The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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



**Contractor**

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

By:   
Title: Executive Director  
Date: 10/14/2020

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

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

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

SWIFT Contract # 14369  
SWIFT Purchase Order # 3000465988

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

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



STATE OF MINNESOTA  
AGENCY AGREEMENT  
for  
FEDERAL PARTICIPATION IN CONSTRUCTION

State Project Number: 092-090-053 \_\_\_\_\_

FAIN No.: \_\_\_\_\_ TA 1618(207) \_\_\_\_\_

This agreement is entered into by and between Minnesota Department of Natural Resources ("MnDNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

**RECITALS**

1. Pursuant to Minnesota Statutes Section 161.36, the MnDNR desires MnDOT to act as the MnDNR's agent in accepting federal funds on the MnDNR's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds. The DNR is proposing a federal aid project to construct a portion of the Gitchi Gami State Trail from north junction of Bayview Drive to 0.19 miles northeast of Cook County State Aid Highway 2, hereinafter referred to as the "Project"; and
2. The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 092-090-053, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 1618(207); and
  - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
  - 2.2. This project is for construction not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

**1. Term of Agreement**

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.

**2. MnDNR's Duties**

- 2.1. **Designation.** The MnDNR designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project. Details on the required processes and procedures are available on the State Aid Website

**2.2. Staffing.**

- 2.2.1. The MnDNR will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. In the alternative where the MnDNR elects to use a private consultant for construction engineering services, the MnDNR will provide a qualified, full-time public employee of the MnDNR, to be in responsible charge of the Project. The services of the MnDNR to be performed hereunder may not be assigned, sublet, or transferred unless the MnDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law.

This written consent will in no way relieve the MnDNR from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project, the MnDNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the MnDNR will promptly pay MnDOT 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 MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
- 2.3. **Pre-letting.** The MnDNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The MnDNR will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The MnDNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The MnDNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The MnDNR will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the MnDNR will receive the sealed bids.
- 2.3.4. The MnDNR may not include other work in the construction contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project. All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The MnDNR will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The MnDNR will receive and open bids.
- 2.3.7. After the bids are opened, the MnDNR will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the MnDNR will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The MnDNR entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The MnDNR will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the MnDNR and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the MnDNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The MnDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the MnDNR to be performed hereunder may not be assigned, sublet, or transferred unless the MnDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MnDNR from its primary responsibility for performance of the work.
- 2.4.4. The MnDNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The MnDNR will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The MnDNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The MnDNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into Change Order(s) with the Contractor. The MnDNR will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the MnDNR that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The MnDNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The MnDNR will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the MnDNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The MnDNR will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.
- 2.5. Limitations.**
- 2.5.1. The MnDNR will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from

participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the MnDNR to carry out the above requirements.

2.5.3. Utilities. The MnDNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The MnDNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the MnDNR for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the MnDNR copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the MnDNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then MnDNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the MnDNR must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The MnDNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The MnDNR must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. MnDNR must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

### 5. Payment

5.1. **Cost.** The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the MnDNR. The MnDNR will pay any part of the cost or expense of the Project that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the MnDNR, from said federal funds made available to each Project, for each partial payment request, subject to the



availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the MnDNR seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The MnDNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the MnDNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
  - 5.3.1. Following certification of the partial estimate, the MnDNR may request reimbursement for costs eligible for federal funds. The MnDNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project, the MnDNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the MnDNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
  - 5.3.3. Following certification of the final estimate, the MnDNR may request reimbursement for costs eligible for federal funds. The MnDNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project, MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the MnDNR for the Project. If MnDOT finds that the MnDNR has been overpaid, the MnDNR must promptly return any excess funds.
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the MnDNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the MnDNR in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The MnDNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the MnDNR's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the MnDNR, or in the event the total amount of federal funds is not available, the MnDNR will be responsible for any and all costs or expenses incurred under this Agreement. The MnDNR further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 5.6. **Closeout.** The MnDNR must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the end date of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.

Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by MnDNR under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The MnDNR will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
  - 7.1. MnDOT's Authorized Representative is:  
Name: Lynnette Roshell, or her successor.  
Title: State Aid Project Development Engineer  
Phone: 651-366-3822  
Email: Lynnette.roshell@state.mn.us  
MnDOT's Authorized Representative has the responsibility to monitor MnDNR's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
  - 7.2. The MnDNR's Authorized Representative is:  
Name: Kent Skaar or his successor.  
Title: Acquisition and Development Section Leader  
Phone: 651-259-5636  
Email: Kent.skaar@state.mn.us  
If the MnDNR's Authorized Representative changes at any time during this agreement, the MnDNR will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
  - 8.1. **Assignment.** The MnDNR may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
  - 8.2. **Amendments.** Any amendments to this agreement 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 agreement, or their successors in office.
  - 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
  - 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the MnDNR. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
  - 8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
9. **Liability and Claims**
  - 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
  - 9.2. **Claims.** The MnDNR acknowledges that MnDOT is acting only as the MnDNR's agent for acceptance and

disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The MnDNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The MnDNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The MnDNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the MnDNR's books, records, documents, and accounting procedures and practices of the MnDNR, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The MnDNR will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 10.3. If MnDNR expends \$750,000 or more in Federal Funds during the MnDNR's fiscal year, the MnDNR must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The MnDNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the MnDNR under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the MnDNR or MnDOT.

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

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14. Termination; Suspension

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the MnDNR. Upon termination, the MnDNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the MnDNR has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:

14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. 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 MnDNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the MnDNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the MnDNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

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

15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the MnDNR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 MnDNR to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** The MnDNR will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the MnDNR from utilizing these funds to pay any party who might be disqualified or debarred after the MnDNR's contract award on this Project.

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

18. **Appendix II 2 CFR Part 200 Federal Contract Clauses.** The MnDNR agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the MnDNR shall have the same meaning as "Contractor" in the federal requirements listed below.

18.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative,

contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- 18.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts



and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the MnDNR will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The MnDNR hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the MnDNR receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.
- 18.13. **Federal Funding Accountability and Transparency Act (FFATA).**
  - 18.13.1. This Agreement requires the MnDNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The MnDNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the MnDNR provides information to the MnDOT as required.
    - a. Reporting of Total Compensation of the MnDNR’s Executives.
    - b. The MnDNR shall report the names and total compensation of each of its five most highly compensated executives for the MnDNR’s preceding completed fiscal year, if in the MnDNR’s preceding fiscal year it received:

- i. 80 percent or more of the MnDNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the MnDNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.

18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

18.13.3. The MnDNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

18.13.4. The MnDNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

18.13.5. The MnDNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the MnDNR unless and until the MnDNR is in full compliance with the above requirements.

**MnDNR**

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

By: Kent Leckman

Title: ADMINISTRATOR

Date: 8-7-18

**DEPARTMENT OF TRANSPORTATION**

By: Mary Baker

for Title: State Aid Engineer

Date: 8-7-18

MnDOT Contract Management  
**COMMISSIONER OF ADMINISTRATION**

By: [Signature]

Date: 8/8/2018



## MAD Project Number: 2019-040 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of TransportationMAD Contact: Lisa Anderson

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts – 670011.

Agency:	Fiscal Year: 2019	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$299,960.00	Amount of Contract First FY: \$299,960.00	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T79P301	Appr:	Appr:
Fin Dept ID: T7946716	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$299,960.00	Amount:	Amount:

PROJECT: T9Y948 SOURCE: 6244  
Processing Information: (Some entries may not apply.)

Begin Date: \_\_\_\_\_ End Date: 6/30/2019

Contract: 147014  
Number/Date/Entry Initials

Order: 3000434466  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).



**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Lisa Anderson      Requesting Agency: Kathryn Caskey

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 2,124 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$2,600.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$299,960.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.



**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Kathryn Caskey. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Aug 24, 2018</i>
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By: <i>Sue Buhl</i>	By:
Title: <i>Sue Buhl</i>	Title:
Date: <i>2018.08.28 13:41:05 -05'00'</i>	Date:

---

# Proposal

Minnesota Department of Transportation—Advancing  
Transportation Equity Initiative  
August 24, 2018

---

**Proposal prepared by:**

Lisa Anderson

651-259-3824

[Lisa.Anderson@state.mn.us](mailto:Lisa.Anderson@state.mn.us)

Mariyam Naadha

651-259-3806

[Mariyam.Naadha@state.mn.us](mailto:Mariyam.Naadha@state.mn.us)



## **Enterprise Director, MAD**

Ryan Church

## **Assistant Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.



# Background

In 2017, the Minnesota Department of Transportation (MnDOT) updated its 20-year Statewide Multimodal Transportation Plan<sup>1</sup> to include, among other things, “study how transportation affects equity and identify transportation strategies that will meaningfully reduce disparities.”

In 2018, MnDOT, with consultation from Management Analysis and Development (MAD), piloted an assessment to understand how the transportation system, services and decisions-making processes help or hinder the lives of people in underserved and underrepresented communities in Minnesota. The ongoing pilot was in MnDOT’s District 2 (report pending) and was modeled after the MnDOT’s Manufacturers’ Perspectives projects. It includes a broad range of transportation topics and has yielded insightful information about challenges people face throughout the region. Preliminary findings show that factors such as geography; demographic background of the population; and access to housing, transit, medical, and other services are interrelated, and either impact, or are impacted by, transportation.<sup>2</sup>

MnDOT has asked MAD to continue the Advancing Transportation Equity Initiative. MAD would work with MnDOT to conduct, analyze, and report on interviews with organizations that work with key communities identified in the MnDOT District 2 Equity Pilot and others as they apply to different districts. MAD would also provide guidance to MnDOT on using information gleaned from interviews. MnDOT aims to work in three districts in Fiscal Year 2019, though progress will depend on timing and capacity.

## Products

This is a project about advancing equity. As such, MAD will develop an inclusive, participatory data collection process to inform transportation equity in Minnesota. MAD anticipates working with three districts during Fiscal Year 2019, depending on district availability, capacity, and interest. For each district, MAD deliverables from this process will include:

- Interviewer training sessions
- Data collection tool(s)
- Lists of people or organizations to contact for interview
- Database of information from interviews and other potential data collection efforts
- Summary reports of findings and recommendations
- Implementation planning meeting
- Presentation of findings and recommendations

---

<sup>1</sup> Report and supplementary materials available at <https://www.dot.state.mn.us/minnesotago/SMTP.html>.

<sup>2</sup> These are high-level preliminary findings from the interviews completed to date and are subject to change.



## Activities, Timeline, and Project Costs

The overall timeline for the project would be September 4, 2018 (or when the interagency agreement is signed) through June 30, 2019. If the interagency agreement is not signed by September 10, 2018 or MnDOT is not ready to begin work in a given district at the agreed-upon time, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours <sup>3</sup>
<b>Develop and manage a project plan:</b> This may include periodic meetings with the client and project team, ongoing project partner coordination. Developing a project that is inclusive may require an iterative or phased approach to ensure MnDOT gets input from a wide variety of perspectives.	150
<b>Data tool development and preparation:</b> With input from the project team and possibly select community partners, MAD will modify existing tool for data collection. MAD assumes tool development will be an inclusive, participatory process that seeks input from several people, including some outside state government. MAD will also lead one or more interviewer training exercises for MnDOT staff and potential community partners.	165
<b>Identify and recruit interviewees:</b> MAD will conduct a demographic analysis of each district. With input and assistance from the project team and possibly community partners, MAD will develop a list of potential interviewees and coordinate the scheduling and logistics for data collection, including contact with potential interviewees. Recruitment also includes communication materials needed to help potential partners or respondents understand the project and its intent.	255
<b>Collect, document and analyze data:</b> MAD will collect documentation from interviews and group processes. MAD will also attend interviews and group discussions as needed. For interviews or events where MAD is present, MAD will create the documentation. MAD will analyze data and present themes to the project team.	405
<b>Create final deliverables and present findings and recommendations:</b> MAD will develop a report of study findings and recommendations, including specific, actionable next steps for MnDOT and partners to take in order to advance equity. This may include sections or background information to explain the complexity behind various transportation equity topics or contributions from partner organizations. Other possible deliverables include a project one-pager, results highlights, and personal stories or case studies. MAD will present findings and recommendations to MnDOT staff and may participate in other presentations at the request of the client.	450

<sup>3</sup> Based on actual hours used for the MnDOT District 2 Equity Pilot.



Activities	Hours <sup>3</sup>
<b>Project wrap-up:</b> MAD will facilitate an implementation planning meeting with MnDOT and others to review themes from the findings and identify next steps. This will include development of agendas, facilitation guides, planning materials, and documentation of the meeting. MAD will also initiate a conversation with the client, including others as appropriate, to discuss each district project, including lessons learned and ways to improve.	230
<b>Additional consultation:</b> MAD will provide the client with additional consultation as needed. Potential activities include analyzing and summarizing conversations with tribes, coordination among projects, database development, and additional analyses and syntheses at the request of the client.	145
Subtotal	1800
Project management, including client communication (18%)	324
Estimated expenses: Travel with lodging, mileage and rental car costs	2600
<b>Total hours</b>	<b>2124</b>
<b>Total costs: (2124 hours times \$140, plus \$2600 in expenses)</b>	<b>\$ 299,960</b>

## Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

## Clients and Consultants

The primary client contact would be Kathryn Caskey, Transportation Policy Planning Director. The MAD project leads would be Lisa Anderson and Mariyam Naadha; other MAD consultants would also provide services to the client.

## Client Responsibilities

For each district, MnDOT will assign a MnDOT project team, which will work with MAD to design and carry out the project activities, including identification of potential populations of interest and assistance with the logistics of engaging community partners. MnDOT will also ensure staff availability to collect data and help MAD make meaning from the findings.

The client would submit a copy of the final report to the Legislative Reference Library at the close of the project.

## **Data Practices**

Minnesota Statutes Chapter 13.64 allows MAD to keep data on individuals private. MAD will work to with the client to determine data ownership and ensure the use of the appropriate data practices. All final written reports would be public.

## **Billing and Cost Calculations**

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



## AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-040

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the original contract shall be amended to read:

### 5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2019~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

### APPROVED:

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By: <i>Renee E. Rapp</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>April 3, 2019</i>
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date: 147014 / 3000434466	Date:

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-040**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **1, 3 and 5** of the contract shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, in addition the Division will provide the services as identified in Exhibit A, which is also incorporated and made part of this agreement.

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~2,124~~ 4,195 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to ~~\$2,600.00~~ \$4,100.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed ~~\$299,960.00~~ \$591,400.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**5. Effective Dates:**

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2029~~ December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

**APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By: <i>Randa E Rampa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>July 17, 2019</i>
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:



---

# Proposal

## Minnesota Department of Transportation—Advancing Transportation Equity 2020-2021 July 1, 2019

---

**Proposal prepared by:**

Mariyam Naadha  
651-259-3806  
[Mariyam.Naadha@state.mn.us](mailto:Mariyam.Naadha@state.mn.us)

Lisa Anderson  
651-259-3824  
[Lisa.Anderson@state.mn.us](mailto:Lisa.Anderson@state.mn.us)

Jake Granholm  
651-259-3809  
[Jacob.Granholm@state.mn.us](mailto:Jacob.Granholm@state.mn.us)

Matt Kane  
651-259-3809  
[Matt.Kane@state.mn.us](mailto:Matt.Kane@state.mn.us)

Abra Pollock  
651-259-3814  
[Abra.Pollock@state.mn.us](mailto:Abra.Pollock@state.mn.us)

Charlie Sellew  
651-259-3815  
[Charlie.Sellew@state.mn.us](mailto:Charlie.Sellew@state.mn.us)

## **Enterprise Director, MAD**

Ryan Church

## **Assistant Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

In 2017, the Minnesota Department of Transportation (MnDOT) updated its 20-year Statewide Multimodal Transportation Plan<sup>1</sup> to include, among other things, “study how transportation affects equity and identify transportation strategies that will meaningfully reduce disparities.”

In 2018, MnDOT, with consultation from Management Analysis and Development (MAD), piloted an assessment to understand how the transportation system, services and decisions-making processes help or hinder the lives of people in underserved and underrepresented communities in MnDOT’s District 2.<sup>2</sup> The pilot was modeled after the MnDOT’s Manufacturers’ Perspectives projects and included a broad range of transportation topics and has yielded insightful information about challenges people face throughout the region. Subsequent assessments are underway in MnDOT Districts 4, 6, and 8. Findings in District 2 and preliminary findings indicate that factors such as geography; demographic background of the population; and access to housing, transit, medical, and other services are interrelated and either impact, or are impacted by, transportation.<sup>3</sup>

MnDOT has asked MAD to continue the Advancing Transportation Equity Initiative. MAD would work with MnDOT to conduct, analyze, and report on interviews with organizations that work with key communities identified through demographic analysis. MAD would also provide guidance to MnDOT on using information gleaned from interviews. MnDOT aims to work in three districts beginning in Fiscal Year 2020, though progress will depend on timing and capacity.

## Products

This is a project about advancing equity. As such, MAD will develop an inclusive, participatory data collection process to inform transportation equity in Minnesota. MAD anticipates working with three districts, depending on district availability and capacity. For each district, MAD deliverables from this process will include:

- Interviewer training sessions
- Data collection tool(s)
- Lists of people or organizations to contact for interview
- Database of information from interviews and other potential data collection efforts
- Summary reports of findings and recommendations
- Implementation planning meeting
- Presentation of findings and recommendations

---

<sup>1</sup> Report and supplementary materials available at <https://www.dot.state.mn.us/minnesotago/SMTP.html>.

<sup>2</sup> <https://www.dot.state.mn.us/planning/program/advancing-transportation-equity/pdf/ATEd2report.pdf>

<sup>3</sup> These are high-level preliminary findings from the interviews completed to date and are subject to change.



# Activities, Timeline, and Project Costs

The overall timeline for the project would be July 1, 2019 (or when the interagency agreement is signed) through December 31, 2020. If the interagency agreement is not signed by August 1, 2019 or MnDOT is not ready to begin work in a given district at the agreed-upon time, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours <sup>4</sup>
<b>Develop and manage a project plan:</b> This may include periodic meetings with the client and project team, ongoing project partner coordination. Developing a project that is inclusive may require an iterative or phased approach to ensure MnDOT gets input from a wide variety of perspectives.	150
<b>Data tool development and preparation:</b> With input from the project team and possibly select community partners, MAD will modify existing tool for data collection. MAD assumes tool development will be an inclusive, participatory process that seeks input from several people, including some outside state government. MAD will also lead one or more interviewer training exercises for MnDOT staff and potential community partners.	165
<b>Identify and recruit interviewees:</b> MAD will conduct a demographic analysis of each district. With input and assistance from the project team and possibly community partners, MAD will develop of a list of potential interviewees and coordinate the scheduling and logistics for data collection, including contact with potential interviewees. Recruitment also includes communication materials needed to help potential partners or respondents understand the project and its intent.	255
<b>Collect, document and analyze data:</b> MAD will collect documentation from interviews and group processes. MAD will also attend interviews and group discussions as needed. For interviews or events where MAD is present, MAD will create the documentation. MAD will analyze data and present themes to the project team.	405

---

<sup>4</sup> Based on actual hours used for the MnDOT District 2 Equity Pilot.

Activities	Hours <sup>4</sup>
<b>Create final deliverables and present findings and recommendations:</b> MAD will develop a report of study findings and recommendations, including specific, actionable next steps for MnDOT and partners to take in order to advance equity. This may include sections or background information to explain the complexity behind various transportation equity topics or contributions from partner organizations. Other possible deliverables include a project one-pager, results highlights, and personal stories or case studies. MAD will present findings and recommendations to MnDOT staff and may participate in other presentations at the request of the client.	450
Activities	Hours <sup>3</sup>
<b>Project wrap-up:</b> MAD will facilitate an implementation planning meeting with MnDOT and others to review themes from the findings and identify next steps. This will include development of agendas, facilitation guides, planning materials, and documentation of the meeting. MAD will also initiate a conversation with the client, including others as appropriate, to discuss each district project, including lessons learned and ways to improve.	230
<b>Additional consultation:</b> MAD will provide the client with additional consultation as needed. Potential activities include coordination among projects, database development, and additional analyses and syntheses at the request of the client.	100
Subtotal	1755
Project management, including client communication (18%)	316
Estimated expenses: Travel with lodging, mileage and rental car costs	1500
<b>Total hours</b>	<b>2071</b>
<b>Total costs: (2071 hours times \$140, plus \$1500 in expenses)</b>	<b>\$ 291, 440</b>

## Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.



## **Clients and Consultants**

The primary client contact would be Hally Turner. The MAD project lead would be Mariyam Naadha; other MAD consultants would also provide services to the client.

## **Client Responsibilities**

For each district, MnDOT will assign a MnDOT project team, which will work with MAD to design and carry out the project activities, including identification of potential populations of interest and assistance with the logistics of engaging community partners. MnDOT will also ensure staff availability to collect data and help MAD make meaning from the findings.

The client would submit a copy of the final report to the Legislative Reference Library at the close of the project.

## **Data Practices**

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## **Billing and Cost Calculations**

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-040

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the contract shall be amended to read:

### 5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2020~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### APPROVED:

<b>1.   MnDOT CONTRACT MANAGEMENT</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:



## **AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-040**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **3 & 5** of the contract shall be amended to read:

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~4,195~~ 4,445 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. If the rate increases during the time period of this agreement, MAD will work with the client if needed to rescope the activities or amend the agreement to increase the encumbrance consistent with the new rate. The Division will also invoice up to ~~\$2,600.00~~ \$4,100.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed ~~\$591,400.00~~ \$626,400.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**5. Effective Dates:**

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2021~~ June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By:  Title:  Date:	By:  Title:  Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:  Title:  Date:	By:  Title:  Date:

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** *September 24, 2018* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the Investigation final report has been submitted to the REQUESTING AGENCY and the Investigation's final Itemized statement is received and paid, EXCEPT if the Investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside Investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the Investigator's services directly at the conclusion of the investigation and upon presentation of an Itemized Invoice.
- C. Provide a copy of the Invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the Investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Seema Desai or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.



**6 Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

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

R. Hancy

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

9-25-18

Purchase Order No.: \_\_\_\_\_

1482973000438808**3. DEPARTMENT OF TRANSPORTATION**

By: Seema Desai Digitally signed by Seema Desai  
Date: 2018.09.24 16:11:25 -05'00'  
(with delegated authority)

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

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

**2. MINNESOTA MANAGEMENT & BUDGET**

By: \_\_\_\_\_

D. V.

(With delegated authority)

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

CFO

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

9-25-18**4. MnDOT Contract Management**

By: \_\_\_\_\_

Ryan Gault

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

9/25/2018

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT Amendment 1**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

**Recitals**

1. The Parties agree to amend this agreement to increase the amount of the agreement.
2. The State and the Contractor are willing to amend the Original Work Order as stated below.

**Amendment**

In this Amendment, changes to pre-existing language will use strike through for deletions and underlining for insertions.

**Revisions**

**3 Consideration and Payment**

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed ~~\$25,000~~ \$40,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Nicole Peszynski  
Date: \_\_\_\_\_

Digitally signed by Nicole Peszynski  
Date: 2019.11.13 09:07:25 -06'00'

Purchase Order No.: 3000503207

**2. MINNESOTA MANAGEMENT & BUDGET**

By: [Signature]  
(With delegated authority)

Title: Chief Financial Officer

Date: 11-19-2019

**3. DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
(with delegated authority)

Title: Director - Office of Equity & Diversity

Date: 10/08/2019

**4. MnDOT Contract Management**

By/Date: Kyle Fisher  
Digitally signed by Kyle Fisher  
Date: 2019.11.19 08:36:35 -06'00'

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Administration, Office of State Archaeologist ("OSA").

**Agreement****Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on June 30, 2021, unless terminated earlier pursuant to Article 8.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

**Scope of Work**

- 2.1 MnDOT shall provide funding for services as described in this agreement. MnDOT will provide costs for the equivalent of 1 full-time employee (salary, fringe, additive, and overhead expenses equivalent to that needed specifically for 1 full-time employee) and travel to OSA for an OSA employee or employees and/or consultant to work on MnDOT State Projects (i.e., projects located on MnDOT Trunk Highway right-of-way with an assigned State Project number) related to Minn. Stat. § 138.40, Subd. 3 and Minn. Stat. § 307.08, Subd. 10, as described in this agreement. OSA may utilize a consultant to do all or part of this work. OSA will be reimbursed for any employee travel under this agreement in the amount provided for by the employee's bargaining unit. OSA will be reimbursed for any consultant travel under this agreement as described in Exhibit A.
- 2.2 MnDOT shall reimburse OSA for salary/fringe costs and travel expenses incurred by OSA related to the Mission Creek project beginning July 1, 2018. OSA will provide MnDOT with an invoice and supporting documentation to request reimbursement for these expenses.
- 2.3 OSA shall be solely responsible for all human resources and labor relation matters between the OSA employee(s) and/or consultant and the State of Minnesota, including, but not limited to, compensation, benefits, taxes, labor disputes, and training and development.
- 2.4 The OSA employee(s) and/or consultant will be responsible for making recommendations for the preservation of archaeological or historic sites which may be endangered by construction or development activities as described in Minn. Stat. § 138.40, Subd. 3. The OSA employee(s) or consultant will also be responsible for submitting plans to the Minnesota Indian Affairs Council for review and recommended action when the archaeological sites are related to Indian history or religion as described in Minn. Stat. § 138.40, Subd. 3.
- 2.5 The OSA employee(s) or consultant will be responsible for making recommendations for the preservation in place of human burials or remains which may be endangered by construction or development activities as described in Minn. Stat. § 307.08, Subd. 10.
- 2.6 Throughout the term of this agreement, MnDOT's State Authorized Representative, or her designee, and a designated OSA employee or consultant will meet biweekly to set project priorities. Project priorities may be changed at MnDOT's discretion at any time. Following each bi-weekly meeting to set project priorities, the designated OSA employee or consultant will e-mail State's Authorized Representative a written list of the project priorities identified in the biweekly meeting. The designated OSA employee or consultant will copy any MnDOT representative who was present at the biweekly meeting on this e-mail.
- 2.7 OSA will utilize the OSA employee(s) or consultant to reduce the response time from 30 days as described in Minn. Stat. § 138.40, Subd. 3 and Minn. Stat. § 307.08, Subd. 10, to 25 days or less for work on MnDOT projects until March 1, 2019, and to 21 days or less for work on MnDOT projects for the remainder of the agreement. OSA remains solely responsible for its statutory obligations under the Minnesota Field Archaeology Act of 1963 (Minn. Stat. §§138.31-138.42) and the Private Cemeteries Act (Minn. Stat. Ch. 307).

**Consideration and Payment**

- 3.1 OSA must submit a monthly progress report, using the format set forth in Exhibit B, showing the progress of work in work hours according to the tasks defined through the process described in Article 2.6 of this agreement.
- 3.2 OSA must submit invoices electronically for payment using the format set forth in Exhibit C. OSA must submit invoices to MnDOT on December 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup>, and July 1<sup>st</sup> (or the first business day following each of these dates) while this agreement is in effect.
- 3.3 OSA must submit the signed invoice, and all required supporting documentation, for review and payment to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to OSA under this agreement will not exceed \$125,000 per fiscal year and will not exceed \$333,000 for the total term of this agreement.

#### **Conditions of Payment**

- 4.1 All services provided by OSA under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving OSA invoice for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify OSA within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay OSA within 30 days of receipt of such invoice.

#### **Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Kristen Zschomler, Cultural Resources Unit Supervisor, or her successor  
Address: 395 John Ireland Boulevard, St. Paul, MN 55155  
Telephone: (651) 336-3633  
E-Mail: [kristen.zschomler@state.mn.us](mailto:kristen.zschomler@state.mn.us)

- 5.2 OSA's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske, Acting Assistant Commissioner, or her successor  
Address: 50 Sherburne Avenue, Suite 201  
Telephone: (651) 201-2501  
E-Mail: [laurie.beyer-kropuenske@state.mn.us](mailto:laurie.beyer-kropuenske@state.mn.us)

#### **Amendments**

- 6.1 Any amendment to this agreement 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 Agreement, or their successors in office.

#### **Liability**

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

#### **Termination**

- 8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party. In the event this agreement is terminated, OSA will be paid, as described in Articles 3 and 4 of this agreement, for services performed through the date of termination.

#### **Plain Language; Accessibility Standards**

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

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

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, OSA agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. OSA's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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



**MnDOT ENUMBRANCE VERIFICATION**

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

Signed: Sue Buhl Digitally signed by Sue Buhl  
 Date: 2018.12.06 13:55:07  
 Date: 06/00

VIFT Contract ID No. 150911

VIFT Purchase Order ID No. 3000449345

**MnDOT**

(with delegated authority)

Signed: Nancy Daubenberg  
 Title: Engineering Services Division Director  
 Date: 12/10/2018

Minnesota Department of Administration, State Archaeologist

Signed: [Signature]  
 Title: Asst. Commissioner  
 Date: 12/5/18

**MnDOT CONTRACT MANAGEMENT**

Signed: [Signature]  
 Date: 12/11/18

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

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

**Travel Status**

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

**Restrictions**

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.



**INVOICE NO.** \_\_\_\_\_  
Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Office of State Archaeologist ("OSA") must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package, **in the following order**:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1032567

Contract Expiration Date: June 30, 2021

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$			
<b>Net Earnings Totals:</b>	\$			
<b>Total Amount Due This Invoice:</b>				

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

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

\*\*Must Match Net Earnings Totals Above

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

OSA: \_\_\_\_\_

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

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

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

**AMENDMENT # 01 TO MnDOT Interagency Agreement #: 1032567.**

Contract Start Date:	12/11/2018	Original Contract Amount:	\$333,000.00
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2024	Current Amendment Amount:	\$375,000.00
		Current Contract Total: \$	\$708,000.00

Project Identification: Additional Staffing for the Office of the State Archeologist.

This amendment is by and between the Minnesota Department of Transportation("MnDOT"), and the Minnesota Department of Administration, Office of the State Archaeologist ("OSA").

**Recitals**

1. The State has a contract with the OSA identified as MnDOT Contract No. 1032567 ("Original Contract") to provide MnDOT CRU with services regarding reviews under Minn. Stat. 138.40, Subd. 3 and Minn. Stat. 307.08, Subd. 10 as described in the original agreement.
2. The contract is expiring, and the parties wish to extend the Original Contract and add funding for future years.
3. The State and the OSA are willing to amend the Original Contract as stated below.

**Contract Amendment**

**REVISION 1.** Article 1. "**Term of Agreement; Incorporation of Exhibits**", subarticle 1.2 is amended as follows:

- 1.2 **Expiration Date:** This agreement will expire on ~~June 30, 2021~~ June 30, 2024, unless terminated earlier pursuant to Article 8.

**REVISION 2.** Subarticle 3.4 is amended as follows:

- 3.4 The total obligation of MnDOT for all compensation and reimbursements to OSA under this agreement will not exceed \$125,000 per fiscal year and will not exceed ~~\$330,000~~ \$708,000 for the total term of this agreement.

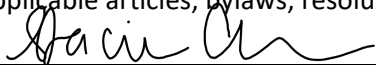
The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.


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



**OSA**

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

By:   
Title: Assistant Commissioner, Department of Administration  
Date: 5/18/2021

By:   
Title: State Archaeologist  
Date: 05182021

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

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

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

SWIFT Contract # 150911

SWIFT Purchase Order # 3000557066

**MnDOT CONTRACT MANAGEMENT**

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



## STATE OF MINNESOTA

### AGENCY AGREEMENT

for

### FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between Minnesota Department of Natural Resources ("DNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

#### **RECITALS**

---

1. Pursuant to Minnesota Statutes Section 161.36, the DNR desires MnDOT to act as the DNR's agent in accepting federal funds on the DNR's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. The DNR is proposing a federal aid project to construct a portion of the Gitchi Gami Recreational Trail from Cut Face Creek Wayside to 0.5 miles south of Grand Marais, MN, hereinafter referred to as the "Project"; and
3. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal years 2019, and is identified in MnDOT records as State Project 092-090-032 AND 092-090-057, and in Federal Highway Administration ("FHWA") records as Minnesota Project HPPH-RPRR H102(001); and
4. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
5. This project is for construction not research and development, and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

#### **AGREEMENT TERMS**

---

##### **1. Term of Agreement**

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.

##### **2. DNR's Duties**

- 2.1. **Designation.** The DNR designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website

##### **2.2. Staffing.**

- 2.2.1. The DNR 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 any construction contract let for the Project(s). In the alternative where the DNR elects to use a private consultant for construction engineering services, the DNR will provide a qualified, full-time public employee of the DNR, to be in responsible charge of the Project(s). The services of the DNR to be performed hereunder may not be assigned, sublet, or transferred unless the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the DNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the DNR will promptly pay MnDOT 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 MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The DNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The DNR will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The DNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The DNR will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The DNR will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the DNR will receive the sealed bids.
- 2.3.4. The DNR may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The DNR will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The DNR will receive and open bids.
- 2.3.7. After the bids are opened, the DNR will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the DNR will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The DNR entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The DNR will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the DNR and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.
- 2.4.2. 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 MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special

provisions, and standard specifications will be on file at the DNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

- 2.4.3. The DNR 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 DNR to be performed hereunder may not be assigned, sublet, or transferred unless the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
- 2.4.4. The DNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The DNR will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The DNR will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The DNR 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 Change Order(s) with the Contractor. The DNR will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the DNR that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The DNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The DNR will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the DNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The DNR will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

## **2.5. Limitations.**

- 2.5.1. The DNR will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the DNR to carry out the above requirements.

2.5.3. Utilities. The DNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The DNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the DNR for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the DNR copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the DNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then DNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the DNR must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The DNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The DNR must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. DNR must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

### 5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the DNR. The DNR will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the DNR, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the DNR seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used



on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.

- 5.3. **Reimbursement.** The DNR 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 DNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the DNR 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 estimate, the DNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the DNR for the Project(s). If MnDOT finds that the DNR has been overpaid, the DNR must promptly return any excess funds.
  - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the DNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the DNR in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The DNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the DNR's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the DNR, or in the event the total amount of federal funds is not available, the DNR will be responsible for any and all costs or expenses incurred under this Agreement. The DNR further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 5.6. **Closeout.** The DNR must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by DNR under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with

all applicable federal, state, and local laws, ordinances, rules, and regulations. The DNR will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

## 7. Authorized Representatives

### 7.1. MnDOT's Authorized Representative is:

Name: Mitchell Rasmussen, or his successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Mitch.rasmussen@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor DNR's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

### 7.2. The DNR's Authorized Representative is:

Name: Kent Skaar or his successor.

Title: Acquisition and Development Section Leader

Phone: 651-259-5636

Email: Kent.skaar@state.mn.us

If the DNR's Authorized Representative changes at any time during this agreement, the DNR will immediately notify MnDOT.

## 8. Assignment Amendments, Waiver, and Agreement Complete

- 8.1. **Assignment.** The DNR may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement 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 agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the DNR. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

## 9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The DNR acknowledges that MnDOT is acting only as the DNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The DNR

will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The DNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The DNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## **10. Audits**

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the DNR's books, records, documents, and accounting procedures and practices of the DNR, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The DNR will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 10.3. If DNR expends \$750,000 or more in Federal Funds during the DNR's fiscal year, the DNR must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The DNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the DNR under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the DNR or MnDOT.

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

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14. Termination; Suspension**

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the DNR. Upon termination, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the DNR has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
  - 14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. 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 DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

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

15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the DNR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 DNR to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The DNR will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the DNR from utilizing these funds to pay any party who might be disqualified or debarred after the DNR's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The DNR will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to 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 Agreement.
18. **Appendix II 2 CFR Part 200 Federal Contract Clauses.** The DNR agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the DNR shall have the same meaning as "Contractor" in the federal requirements listed below.
  - 18.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide

for such sanctions and penalties as appropriate.

- 18.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



- 18.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the DNR will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. Nondiscrimination.** The DNR hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the DNR receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.
- 18.13. Federal Funding Accountability and Transparency Act (FFATA).**
- 18.13.1.** This Agreement requires the DNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The DNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the DNR provides information to the MnDOT as required.
- a. Reporting of Total Compensation of the DNR's Executives.
  - b. The DNR shall report the names and total compensation of each of its five most highly compensated executives for the DNR's preceding completed fiscal year, if in the DNR's preceding fiscal year it received:

- i. 80 percent or more of the DNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the DNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.

18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

18.13.3. The DNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.

18.13.4. The DNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

18.13.5. The DNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the DNR unless and until the DNR is in full compliance with the above requirements.

**DNR**

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

By: **Deputy Director**

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

Date: 12/21/2018

D/B

By: \_\_\_\_\_

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

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

**DEPARTMENT OF TRANSPORTATION**By: Title: State Aid Programs EngDate: 12/31/18

MnDOT Contract Management  
**COMMISSIONER OF ADMINISTRATION**

By: Date: 12/31/2018

## Exhibit F.A.I. Federal Award Information

**NOTICE TO SUBRECIPIENT:** This is a subaward of federal financial assistance from *Organization A* (hereinafter referred to as "recipient/pass-through entity") to *Organization B* (hereinafter referred to as "subrecipient").

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Training and Education	CFDA Number: 20.215
Federal Award Identification Number: OJT 8819(153)	Federal Award Date: November 29, 2018

Is the Award for Research and Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.	
Period of Performance Start and End Date: <u>January 7, 2019 – December 31, 2020</u>	

Indirect Cost rate: N/A	Total Approved Cost Sharing/ Matching: N/A
Amount of Federal Funds Obligated by this action: \$286,079.00	Total Amount of Funds Obligated: \$286,079.00
Budget Approved by Federal Awarding Agency: \$286,079.00	Total of Federal Award: \$286,079.00

**Contact for Federal Agency:**Name: Mary Walker JohnsonAddress: 380 Jackson St, Ste 500St Paul, MN 55101Phone: (651) 291-6120Email: mary.walker@dot.gov**Contact for Recipient:**Name: Luis Brown-PenaAddress: 540 Fairview Ave NSt Paul, MN 55104Phone: (651) 539-4120Email: luis.brown-pena@state.mn.us



**STATE OF MINNESOTA  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("Grantee").

**RECITALS**

---

1. Minnesota Statutes § 174.02 authorizes the State to enter into this agreement.
2. The State is in need of the service to direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

---

**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on January 7, 2019, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Period of Performance.** The period of performance is from January 7, 2019 through December 31, 2020.
- 1.4 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.5 **Exhibits.** Exhibit A: Detailed Scope of Work and Deliverables; Exhibit B: Program Budget; Exhibit C: Invoice; are attached and incorporated into this agreement.

**2 Grantee's Duties**

- 2.1 Grantee, who is not a state employee, will perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.
- 2.2 The Grantee agrees to obtain the prior approval of State for any significant change related to the scope of work as required by 2 CFR 200 and 2 CFR 1201. This includes, but is not limited to:
  - 2.2.1 changes in overall project budget which result in a shift of \$25,000 or more of the original budget between tasks;
  - 2.2.2 any significant revision of the scope, schedule, goals, objectives or tasks of the proposal Scope of Work, or related activities (regardless of whether there is an associated budget revision requiring prior approval); and
  - 2.2.3 changes in key personnel, program manager, or prime contractor.
- 2.3 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.4 Grantee will submit written progress reports detailing services provided to program participants on a quarterly basis and upon program completion. MnDOT will provide Grantee with reporting template. Payments will not be made under section 4.2 if a progress report is past due unless Grantee has been given a written extension by the State.



- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Any capital assets acquired with grant funds under this agreement are subject to the follow reporting requirements: Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Real Property.** In accordance with 2 CFR 200.329, the Grantee must submit annual reports on the status of any real property, as defined in 2 CFR 200.85, in which the Federal Government retains an interest.

### 3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

### 4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by Grantee during the period of performance under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be paid up to a maximum of \$286,079.00, according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.
- 4.1.2 **Matching Funds.** Any cost sharing or matching funds required of Grantee in this agreement must comply with 2 CFR 200.306.
- 4.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. Exhibit N/A, which is attached and incorporated into this grant agreement, lists the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.1.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$286,079.00
- 4.1.5 **Federal Funds.** Payments under this Agreement will be made from federal funds. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Grantee, or in the event the total amount of federal funds is not available, the Grantee will be responsible for any and all costs or expenses incurred under this Agreement. The Grantee further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

#### 4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit invoices for payment by email to State's Office of Civil Rights, at [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us). Exhibit C, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:  
Invoices must be submitted monthly for the eligible deliverable specified in Exhibit A.
- 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.



- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
- 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 4.2.6 **Closeout.** Grantee must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award within 90 calendar days of the end date of the period of performance. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days. All contracts between Grantee and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- 4.3.1 **Procurement Requirements.** For all procurements of goods and services supported in whole or in part with federal funds, Grantee agrees to comply with the current requirements and standards of the Uniform Administrative Requirements, 2 CFR part 200, which is incorporated by reference into this Agreement.
- 4.3.2 **Excluded Parties Listing System.** Before entering into a third party contract or subcontract, Grantee agrees to check the System for Awards Management at <https://www.sam.gov/portal/public/SAM/> to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. Grantee will provide State with evidence that the System for Awards Management website has been checked.
- 4.3.3 **Procurement Policy.** Grantee will provide State with a copy of its current local procurement policy.
- 4.3.4 **Lobbying Certification.** For all bids or proposals of third party contracts that exceed \$100,000, the Grantee will obtain from all bidders a signed Standard Form LLL Certification Regarding Lobbying, as required according to 31 U.S.C. 1352 and 49 CFR 20. The signed certification becomes part of the third party contract and must be provided to the State for its official contract file.
- 4.3.5 **Debarment and Suspension Certification.** For all bids or proposals of third party contracts that exceed \$25,000, the Grantee will obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200. The signed certification becomes part of the third party contract and must be provided to the State for its official contract file.



## 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representatives

### 6.1 The State's Authorized Representative is:

Name/Title: Mayjoua Ly, Outreach Coordinator or his/her successor.  
 Address: Minnesota Department of Transportation  
 Office of Civil Rights, Mail Stop 170  
 395 John Ireland Boulevard, St Paul, MN 55155  
 Telephone: (651) 366-3323  
 Email: Mayjoua.ly@state.mn.us

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

### 6.2 Grantee's Authorized Representative is:

Name/Title: Luis Brown-Pena, State Program Administrator Supervisor  
 Address: 540 Fairview Avenue N  
 Saint Paul, MN 55104  
 Telephone: (651) 539-4120  
 Email: luis.brown-pena@state.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement 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 agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 8 Liability

Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of



this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

**10.1 Government Data Practices.** Grantee 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 grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

### 10.2 Intellectual Property Rights.

**10.2.1 Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "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 Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. 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 Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### 10.2.2 Obligations

**10.2.2.1 Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

**10.2.2.2 Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim.



This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## 11 Workers Compensation

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

## 12 Publicity and Endorsement

**12.1 Publicity.** Any publicity regarding the subject matter of this agreement 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 Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

**12.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.

## 13 Governing Law, Jurisdiction, and Venue

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

## 14 Termination; Suspension

**14.1 Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

**14.3.1** It does not obtain funding from the Minnesota Legislature; or

**14.3.2** 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

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

## 15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, 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 Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Additional Provisions**
  - 19.1 Appendix II 2 CFR Part 200 Federal Contract Clauses The Grantee agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Grantee shall have the same meaning as "Contractor" in the federal requirements listed below.
    - 19.1.1 **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
    - 19.1.2 **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
    - 19.1.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
    - 19.1.4 **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all



prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 19.1.5 **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 19.1.6 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 19.1.7 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 19.1.8 **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19.1.9 **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19.1.10 **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.

19.2 **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, The Grantee will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3 **Nondiscrimination.** The Grantee hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which The Grantee receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

19.4 **Federal Funding Accountability and Transparency Act (FFATA).** In accordance with 2 C.F.R. 170.220(a), the terms in Appendix A to 2 C.F.R. Part 170 are incorporated by reference into this agreement.

**The remainder of this page has intentionally been left blank**



**STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.*

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

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

SWIFT Contract/PO No(s). 152137/T7901 - 3000454497

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By:  \_\_\_\_\_

Title: Deputy Commissioner

Date: 1-11-2019

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**DEPARTMENT OF TRANSPORTATION**

**OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

**CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

The remainder of this page has intentionally been left blank

**Exhibit A****Services to be performed by Grantee:**

Grantee is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, Grantee may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that Grantee chooses to contract with CBOs to deliver services, Grantee will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

**Scope of Work and Deliverable**

Grantee will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.
4. Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver highway heavy construction training for a cohort of students annually.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates completed training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

**Tasks and Deliverables**

1. **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

**Deliverables:**

- 1.1 Share customized screening processes and tools; and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools; and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, Grantee's staff will serve as a member of the review panel to review and approve candidates for admission to the training.
2. **Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.



**Deliverables:**

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
  - 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
  - 2.3 Participate in job fairs and other relevant events as needed. In addition, when Grantee holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.
3. **Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.

**Deliverables:**

- 3.1 Develop communications about highway heavy construction industry specific to women, minorities, and individuals from emerging communities.
  - 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
  - 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by January 31, 2019. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
  - 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.
4. **Task:** Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.

**Deliverables:**

- 4.1 Recruit up to 60 applicants who are women, minorities, and individuals from emerging communities.
  - 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and Grantee based on industry standards. The following list is a minimum requirement:
    - 4.2.1 Applicant must be a minimum of 18 years of age.
    - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
    - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
    - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
    - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
  - 4.3 Applicant must possess a high school diploma or GED certificate.
  - 4.4 Applicant must take the NCRC test or Grantee-designed Training Aptitude Assessment (TAA) and received a 4 for the math test and 4 in the reading for information test or equivalent math/reading TAA scorings.
  - 4.5 As a result of screening, a total of 25 applicants will be enrolled into the program.
  - 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.
5. **Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

**Deliverables:**

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. Grantee will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.2 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.3 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.4 Provide list of individuals who are being referred to training to MnDOT PM.

**6. Task:** Provide job success skills training to help enrollees adapt to workplace culture.

**Deliverables:**

- 6.1 Job success skills class must include speakers who are highway heavy construction employers and individuals who are employed in the highway heavy industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by February 28, 2019.

**7. Task:** Contract with training vendor(s) to deliver highway heavy construction training for a cohort of students annually.

**Deliverables:**

- 7.1 Highway heavy training shall include but not limited to the following topics:
  - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
  - 7.1.2 Industry terminologies;
  - 7.1.3 Safety training including OSHA-30 Certification;
  - 7.1.4 Basic hand and power tool use;
  - 7.1.5 Identification of proprietary highway construction equipment and practices;
  - 7.1.6 Overview of Temporary traffic control;
  - 7.1.7 Nutritional and physical preparedness/wellness and conditioning;
  - 7.1.8 Budgeting and unemployment insurance information;
  - 7.1.9 Basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
  - 7.1.10 Orientation to highway construction industry norms and culture via union and employer representatives;
  - 7.1.11 Industry specific job search techniques and resources, interviewing skills and job retention.
- 7.2 Training to include construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction environment.
- 7.3 Training shall be 6 weeks long and 6-7 hour long days.
- 7.4 Training shall be completed by spring of 2019.

**8. Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training.

**Deliverables:**

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.



- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months.
  - 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
  - 8.5 For trainee(s) who have been let go from his/her job, Grantee will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that Grantee can work with the trainee(s) for a future job.
  - 8.6 Address the factors that present barriers to retention of employment for all graduates.
  - 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.
9. **Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

**Deliverables:**

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by January 31, 2019.
  - 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
  - 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
  - 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.
10. **Task:** Provide employment placement once graduates completed training.

**Deliverables:**

- 10.1 Engage employers during orientation of prospective recruits.
  - 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
  - 10.3 Provide mock interview sessions for trainees with potential employers.
  - 10.4 Organize at least one metro-wide recruiting fair. Grantee will recruit MnDOT contractors and union representatives to participate in the fair.
  - 10.5 Send job postings to graduates via social media.
  - 10.6 At a minimum, 17 of the 25 graduates will be placed in employment.
    - 10.6.1 Proof of employment includes a MnDOT/Grantee originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
  - 10.7 Report placement and placement hours to MnDOT PM quarterly.
  - 10.8 Receive a Performance Incentive of \$400.00 per program participant achieving 700 hours or 12 weeks continuous documented and verified employment (whichever occurs first) with a MnDOT project-affiliated employer. The participant's 700 hours of employment to be achieved within 6 months following the participant's formal graduation.
11. **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

**Deliverables:**

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

12. **Task:** Submit program invoice with back up documentation monthly to MnDOT.

**Deliverables:**

- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21<sup>st</sup> day of the following month. For example: January invoice due on February 21<sup>st</sup>.
- 12.2 For each invoice submitted, Grantee must provide back-up documentation for each line item(s) requesting payment.

**The remainder of this page has intentionally been left blank**



## EXHIBIT B

## PROGRAM BUDGET

Salary/Fringe/Indirect/Non-Pers	\$130,079.00
Marketing/Job Fair	5,000.00
Travel, Mileage & Lodging	8,000.00
Performance Incentive	10,000.00
NCRC/Aptitude Test	4,500.00
Program Supplies	3,000.00
Workforce One	2,500.00
Enrollment & Program Orientation	4,000.00
Support Services Emergency Fund	20,000.00
Highway Heavy Construction Training	<u>99,000.00</u>
<b>TOTAL</b>	<b>\$286,079.00</b>

## Program Budget Item Details

## Salary, Fringe, Indirect, Non Pers Cost

*Salaries*

Project Manager – MAPE 15L – estimated 2/3 cost of 2080 hours per year

Empl & Trng Prog Spec Sr – MAPE 11L – estimated at 1/3 cost of 2080 hours per year

*Fringe* – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED's rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%. The 35% calculation was researched and authorized by DEED's Agency Financial Services Division.

*Indirect* - this category indicates "physical plant/location" integrals that would be shared/common to the location and would include office rent, cubicle space rent, utilities, security, telecommunications networks, computer networks, heating, water, electricity etc.

*Non Personal* - this category indicates those work activities and technical integrals that would not be shared or common in the facility and would include stationary and portable telecommunications devices, computers and peripherals, scanner, printers, educational materials, computer software, device maintenance etc.

**Marketing** - the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

**Job Fair** – Payment based on delivery of a job fair incorporating "prime" and "subcontractor" construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

**Travel, Mileage & Lodging** - assigned to project-affiliated DEED staff/principals in the delivery to MnDOT contracted partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.



**Performance Initiative** - Performance Incentive of \$400 (four hundred dollars and zero cents) per program participant achieving 700 (seven hundred) hours or 12 (twelve) weeks employment with a MnDOT project-affiliated employer.

**National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment** - will be paid at \$75 per applicant for costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

**Program Supplies** – assigned to project-affiliated office supplies.

**WorkForce One** - the database to be shared by DEED and partners associated with the program. Payment will be made based on documentation of licensing fees, purchase of software and costs associated with maintaining the software incurred from the software vendor.

**Enrollment and Program Orientation** - program participant overviews and formal introductions to highway construction industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

**Support Services Emergency Fund** - Provide limited emergency/transitional support services funds to program participants (not to exceed budgeted amount)

**Highway Heavy Construction Training** - contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

**The remainder of this page has intentionally been left blank**

INVOICE NO. \_\_\_\_\_

EXHIBIT C

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us)

MnDOT Contract No. 1032939

MnDOT PO Number: \_\_\_\_\_

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: Dec 31, 2020

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Agency & Statewide Indirect	\$130,079.00			
Marketing/Job Fair	\$5,000.00			
Travel, Mileage & Lodging	\$8,000.00			
Performance Incentive	\$10,000.00			
NCRC/Aptitude Test	\$4,500.00			
Program Supplies	\$3,000.00			
Workforce One	\$2,500.00			
Enrollment & Program Orientation	\$4,000.00			
Support Services – Emergency Fund	\$20,000.00			
Highway Heavy Construction Training	\$99,000.00			
<b>Total Project Costs:</b>	<b>\$286,079.00</b>			
<b>Total Amount Due This Invoice:</b>				

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

Grantee: Minnesota Department of Employment and Economic Development

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

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

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

## Exhibit F.A.I. Federal Award Information

**NOTICE TO SUBRECIPIENT:** This is a subaward of federal financial assistance from **Organization A** (hereinafter referred to as "recipient/pass-through entity") to **Organization B** (hereinafter referred to as "subrecipient").

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Training and Education	CFDA Number: 20.215
Federal Award Identification Number: OJT 8819(153) OJT 8819(153) Modification	Federal Award Date: November 29, 2018 March 4, 2020

Is the Award for Research and Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.	
Period of Performance Start and End Date: January 7, 2019 – December 31, 2020	

Indirect Cost rate: N/A	Total Approved Cost Sharing/ Matching: N/A
Amount of Federal Funds Obligated by this action: \$75,600.00	Total Amount of Funds Obligated: \$361,679.00
Budget Approved by Federal Awarding Agency: \$361,679.00	Total of Federal Award: \$361,679.00

**Contact for Federal Agency:**

Name: Kris Riesenber

Address: 380 Jackson St, Ste 500  
St Paul, MN 55101

Phone: (651) 291-6114

Email: kris.riesenberg@dot.gov

**Contact for Recipient:**

Name: Lorrie Janatopoulos

Address: 332 Minnesota St, Ste E200  
St Paul, MN 55101

Phone: (651) 259-7572

Email: lorrie.janatopoulos@state.mn.us



**AMENDMENT # 1 TO MnDOT Grant Agreement #: 1032939**

Agreement Start Date:	<u>01/23/2019</u>	Original Agreement Amount:	<u>\$286,079.00</u>
Orig. Agreement Exp. Date:	<u>12/31/2020</u>	Prev. Amendment(s) Total:	<u>N/A</u>
Amended Exp. Date	<u>12/31/2020</u>	Current Amendment Amt:	<u>\$75,600.00</u>
		Current Agreement Total	<u>\$361,679.00</u>

Project Identification :	To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.		
State Project (SP):	<u>8816-2907</u>	Trunk Highway #:	<u>N/A</u>
Federal Project #	<u>OJT 8819(153)</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("Grantee").

**Recitals**

1. The State has an Agreement with the Grantee identified as MnDOT Contract No. 1032939 ("Original Agreement") for the purpose of directing and managing the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
2. Original Agreement is being amended to add one additional highway heavy training and update Authorized Representatives. This amendment will reflect a change in the overall budget of the Original Agreement.
3. The State and the Grantee are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

In this Amendment, deleted agreement terms will be ~~struck out~~ and the added agreement terms will be underlined.

**REVISION 1.** Article 1.5 "Exhibits" is amended as follows: Exhibit A A-1: Detailed Scope of Work and Deliverables; Exhibit B B-1: Program Budget; Exhibit C C-1: Invoice; are attached and incorporated into this agreement.

**REVISION 2.** Sub Article 2.1 "Grantee's Duties" is amended as follows: Grantee, who is not a state employee, will perform the duties specified in Exhibit A A-1, which is attached and incorporated into this agreement.

**REVISION 3.** Sub Article 4.1.1 "Compensation" is amended as follows: Grantee will be paid up to a maximum of ~~\$286,079.00~~ \$361,679.00, according to the breakdown of costs contained in Exhibit B B-1, which is attached and incorporated into this grant agreement.

**REVISION 4.** Sub Article 4.1.4 "Total Obligation" is amended as follows: The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed ~~\$286,079.00~~ \$361,679.00

**REVISION 5.** Sub Article 4.2.1. "**Invoices**" is amended as follows: Grantee will submit invoices for payment by email to State's Office of Civil Rights, at OCRGrantInvoices.DOT@state.mn.us. Exhibit ~~C~~ C-1, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's ~~Authorized Representative~~ Project Manager, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted monthly for the eligible deliverable specified in Exhibit A A-1.

**REVISION 6.** Sub Article 6.2. "Authorized Representatives" is amended as follows:

6.2 Grantee's Authorized Representative is:

Name/Title: ~~Luis Brown Pena, State Program Administrator Supervisor~~ Lorrie Janatopoulos, Director,  
CareerForce Systems

Address: ~~540 Fairview Avenue N~~ 1<sup>st</sup> National Bank Building  
332 Minnesota St., Suite E200  
Saint Paul, MN 55104 55101

Telephone: ~~(651) 539-4120~~ (651) 259-7572

Email: ~~luis.brown-pena@state.mn.us~~ lorrie.janatopoulos@state.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]



**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract #: 152137

SWIFT Purchase Order #: 3000454497

**GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the agreement on behalf of the Grantee as required by applicable articles, by laws, resolutions, or ordinances.

By: Yvonne Fanakopoulos

Title: Career Force Director

Date: 1/30/2020

By: \_\_\_\_\_

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

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

(with delegated authority)

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

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

**MnDOT FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

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

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

**Services to be performed by Grantee:**

Grantee is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, Grantee may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that Grantee chooses to contract with CBOs to deliver services, Grantee will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

**Scope of Work and Deliverable**

Grantee will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.
4. Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver 2 highway heavy construction training for a cohort of students.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates complete training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

**Tasks and Deliverables**

1. **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

**Deliverables:**

- 1.1 Share customized screening processes and tools; and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools; and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, Grantee's staff will serve as a member of the review panel to review and approve candidates for admission to the training.

2. **Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the

objectives of the OJT SS.

**Deliverables:**

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
- 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
- 2.3 Participate in job fairs and other relevant events as needed. In addition, when Grantee holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.

- 3. **Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.

**Deliverables:**

- 3.1 Develop communications about highway heavy construction industry specific to women, minorities, and individuals from emerging communities.
- 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
- 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by January 31, 2019. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
- 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.

- 4. **Task:** Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.

**Deliverables:**

- 4.1 Recruit up to 180 applicants who are women, minorities, and individuals from emerging communities.
- 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and Grantee based on industry standards. The following list is a minimum requirement:
  - 4.2.1 Applicant must be a minimum of 18 years of age.
  - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
  - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
  - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
  - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
- 4.3 Applicant must possess a high school diploma or GED certificate.
- 4.4 Applicant must take the NCRC test or Grantee-designed Training Aptitude Assessment (TAA) and received a 4 for the math test and 4 in the reading for information test or equivalent math/reading TAA scorings.
- 4.5 As a result of screening, a total of 60 applicants will be enrolled into the program.
- 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.

- 5. **Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

**Deliverables:**



- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. Grantee will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.2 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.3 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.4 Provide list of individuals who are being referred to training to MnDOT PM.

6. **Task:** Provide job success skills training to help enrollees adapt to workplace culture.

**Deliverables:**

- 6.1 Job success skills class must include speakers who are highway heavy construction employers and individuals who are employed in the highway heavy industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by February 28, 2019.

7. **Task:** Contract with training vendor(s) to deliver 2 highway heavy construction trainings for a cohort of students.

**Deliverables:**

- 7.1 Highway heavy trainings shall include but not limited to the following topics:

7.1.1 Industry related mathematics – measurements, distance, area, volume;

7.1.2 Industry terminologies;

7.1.3 Safety training including OSHA-30 Certification;

7.1.4 Basic hand and power tool use;

7.1.5 Identification of proprietary highway construction equipment and practices;

7.1.6 Overview of Temporary traffic control;

7.1.7 Nutritional and physical preparedness/wellness and conditioning;

7.1.8 Budgeting and unemployment insurance information;

7.1.9 Basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;

7.1.10 Orientation to highway construction industry norms and culture via union and employer representatives;

7.1.11 Industry specific job search techniques and resources, interviewing skills and job retention.

- 7.2 Trainings to include construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction environment.

7.3 Trainings shall be 4-6 weeks long and 6-10 hour long days.

7.4 Trainings shall be completed by spring of 2020.

8. **Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training.

**Deliverables:**

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.

8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.

8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation

and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months.

- 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
  - 8.5 For trainee(s) who have been let go from his/her job, Grantee will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that Grantee can work with the trainee(s) for a future job.
  - 8.6 Address the factors that present barriers to retention of employment for all graduates.
  - 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.
9. **Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

**Deliverables:**

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by January 31, 2019.
  - 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
  - 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
  - 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.
10. **Task:** Provide employment placement once graduates completed training.

**Deliverables:**

- 10.1 Engage employers during orientation of prospective recruits.
  - 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
  - 10.3 Provide mock interview sessions for trainees with potential employers.
  - 10.4 Organize at least one metro-wide recruiting fair. Grantee will recruit MnDOT contractors and union representatives to participate in the fair.
  - 10.5 Send job postings to graduates via social media.
  - 10.6 At a minimum, 34 of the 48 graduates will be placed in employment.
    - 10.6.1 Proof of employment includes a MnDOT/Grantee originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
  - 10.7 Report placement and placement hours to MnDOT PM quarterly.
11. **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

**Deliverables:**

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format



- will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
  - 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)
12. **Task:** Submit program invoice with back up documentation monthly to MnDOT.
- Deliverables:**
- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21<sup>st</sup> day of the following month. For example: January invoice due on February 21<sup>st</sup>.
  - 12.2 For each invoice submitted, Grantee must provide back-up documentation for each line item(s) requesting payment.

The remainder of this page has intentionally been left blank

## Exhibit B-1

## PROGRAM BUDGET

Salary/Fringe/Indirect/Non-Pers	143,679.00
Marketing/Job Fair	3,000.00
Travel, Mileage & Lodging	3,000.00
NCRC/Aptitude Test	2,000.00
Program Supplies	3,000.00
Enrollment & Program Orientation	2,000.00
Support Services Emergency Fund	10,000.00
Highway Heavy Construction Training	160,000.00
Housing/Meals (10 out-state lodging \$90 rm nights; 2 meals, 10 participants @ \$26 6-week training Monday – Friday)	<u>35,000.00</u>
<b>TOTAL</b>	<b>\$361,679.00</b>

## Program Budget Item Details

## Salary/Fringe/Indirect/Non-Pers

Project Manager – MAPE 15L – estimated 2/3 cost of 2080 hours (1/23/19 – 12/31/19)

Project Coordinator – MAPE 12L – estimated 1/3 cost of 2080 hours (1/23/19 – 10/31/19); 3/4 cost of 2080 hours (11/1/19 – 2/29/20).

*Fringe* – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED's rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%.

*Indirect* – this category indicates “physical plant/location” integrals that would be shared/common to the location and would include office rent, cubicle space rent, utilities, security, telecommunications networks, computer networks, heating, water, electricity etc.

*Non Personal* – this category indicates those work activities and technical integrals that would not be shared or common in the facility and would include stationary and portable telecommunications devices, computers and peripherals, scanner, printers, educational materials, computer software, device maintenance etc.

**Marketing** – the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

**Job Fair** – Payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

**Travel, Mileage & Lodging** – assigned to project-affiliated DEED staff/principals in the delivery to MnDOT contracted CM Grant Amendment (Revised 08/18/2017).

partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

**National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment** –costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

**Program Supplies** – assigned to project-affiliated office supplies.

**Enrollment and Program Orientation** – program participant overviews and formal introductions to highway construction industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

**Support Services Emergency Fund** – Provide limited emergency/transitional support services funds to program participants (not to exceed budgeted amount)

**Highway Heavy Construction Training** – contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

The remainder of this page has intentionally been left blank

MnDOT Contract #: 1032939

Exhibit C-1

INVOICE NO. \_\_\_\_\_

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us)

MnDOT Contract No. 1032939

MnDOT PO Number: 3000454497

Contract Expiration Date: Dec 31, 2020

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Indirect/Non-Pers	\$143,679.00			
Marketing/Job Fair	\$3,000.00			
Travel, Mileage & Lodging	\$3,000.00			
NCRC/Aptitude Test	\$2,000.00			
Program Supplies	\$3,000.00			
Enrollment & Program Orientation	\$2,000.00			
Support Services – Emergency Fund	\$10,000.00			
Highway Heavy Construction Training	\$160,000.00			
Housing/Meals	\$35,000.00			
<b>Total Project Costs:</b>	<b>\$361,679.00</b>			
<b>Total Amount Due This Invoice:</b>				

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

Grantee: Minnesota Department of Employment and Economic Development

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

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

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



**AMENDMENT # 2 TO MnDOT Grant Agreement #: 1032939**

Agreement Start Date:	<u>01/23/2019</u>	Original Agreement Amount:	<u>\$286,079.00</u>
Orig. Agreement Exp. Date:	<u>12/31/2020</u>	Prev. Amendment(s) Total:	<u>\$75,600.00</u>
Amended Exp. Date	<u>12/31/2021</u>	Current Amendment Amt:	<u>00.00</u>
		Current Agreement Total	<u>\$361,679.00</u>

Project Identification:	To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.		
State Project (SP):	<u>8816-2907</u>	Trunk Highway #:	<u>N/A</u>
Federal Project #	<u>OJT 8819(153)</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("Grantee").

**Recitals**

1. The State has an Agreement with the Grantee identified as MnDOT Contract No. 1032939 ("Original Agreement") for the purpose of directing and managing the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
2. Original Agreement is being amended to extend the expiration date and the period of performance subject to delay as a result of the Covid-19 pandemic.
3. The State and the Grantee are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

In this Amendment, deleted agreement terms will be ~~struck out~~ and the added agreement terms will be underlined.

**REVISION 1.** Article 1.5 "**Exhibits**" is amended as follows: Exhibit ~~A-1~~ A-2: Detailed Scope of Work and Deliverables; Exhibit ~~B-1~~ B-2: Program Budget; Exhibit ~~C-1~~ C-2: Invoice; are attached and incorporated into this agreement.

**REVISION 2.** Sub Article 2.1 "**Grantee's Duties**" is amended as follows: Grantee, who is not a state employee, will perform the duties specified in Exhibit ~~A-1~~ A-2, which is attached and incorporated into this agreement.

**REVISION 3.** Sub Article 4.1.1 "**Compensation**" is amended as follows: Grantee will be paid up to a maximum of \$361,679.00, according to the breakdown of costs contained in Exhibit ~~B-1~~ B-2, which is attached and incorporated into this grant agreement.

**REVISION 4.** Sub Article 4.2.1. **“Invoices”** is amended as follows: Grantee will submit invoices for payment by email to State’s Office of Civil Rights, at [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us). Exhibit ~~C-1~~ **C-2**, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State’s Project Manager, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted monthly for the eligible deliverable specified in Exhibit ~~A-1~~ **A-2**.

**REVISION 5.** Article 1.2 **“Expiration Date”** is amended as follows: This agreement will expire on ~~December 31, 2020,~~ December 31, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract #: 152137SWIFT Purchase Order #: 3000454497**GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the agreement on behalf of the Grantee as required by applicable articles, by laws, resolutions, or ordinances.

By: Title: CareerForce DirectorDate: 12/14/2020

By: \_\_\_\_\_

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

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

(with delegated authority)

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

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

**MnDOT FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

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

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

**Services to be performed by Grantee:**

Grantee is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, Grantee may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that Grantee chooses to contract with CBOs to deliver services, Grantee will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

**Scope of Work and Deliverable**

Grantee will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.
4. Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver ~~2~~ 1 highway heavy construction training for a cohort of students.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates complete training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

**Tasks and Deliverables**

1. **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

**Deliverables:**

- 1.1 Share customized screening processes and tools; and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools; and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, Grantee's staff will serve as a member of the review panel to review and approve candidates for admission to the training.

2. **Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the



objectives of the OJT SS.

**Deliverables:**

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
- 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
- 2.3 Participate in job fairs and other relevant events as needed. In addition, when Grantee holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.

- 3. **Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.

**Deliverables:**

- 3.1 Develop communications about highway heavy construction industry specific to women, minorities, and individuals from emerging communities.
- 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
- 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by ~~January 31, 2019~~ January 31, 2021. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
- 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.

- 4. **Task:** Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.

**Deliverables:**

- 4.1 Recruit up to ~~180~~ 90 applicants who are women, minorities, and individuals from emerging communities.
- 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and Grantee based on industry standards. The following list is a minimum requirement:
  - 4.2.1 Applicant must be a minimum of 18 years of age.
  - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
  - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
  - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
  - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
- 4.3 Applicant must possess a high school diploma or GED certificate.
- 4.4 Applicant must take the NCRC test or Grantee-designed Training Aptitude Assessment (TAA) and received a 4 for the math test and 4 in the reading for information test or equivalent math/reading TAA scorings.
- 4.5 As a result of screening, a total of ~~60~~ up to 20 applicants will be enrolled into the program.
- 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.

- 5. **Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

**Deliverables:**

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. Grantee will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.2 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.3 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.4 Provide list of individuals who are being referred to training to MnDOT PM.

6. **Task:** Provide job success skills training to help enrollees adapt to workplace culture.

**Deliverables:**

- 6.1 Job success skills class must include speakers who are highway heavy construction employers and individuals who are employed in the highway heavy industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by ~~February 28, 2019~~ March 31, 2021.

7. **Task:** Contract with training vendor(s) to deliver  $\geq 1$  highway heavy construction trainings for a cohort of students.

**Deliverables:**

- 7.1 Highway heavy trainings shall include but not limited to the following topics:
  - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
  - 7.1.2 Industry terminologies;
  - 7.1.3 Safety training including OSHA-30 Certification;
  - 7.1.4 Basic hand and power tool use;
  - 7.1.5 Identification of proprietary highway construction equipment and practices;
  - 7.1.6 Overview of Temporary traffic control;
  - 7.1.7 Nutritional and physical preparedness/wellness and conditioning;
  - 7.1.8 Budgeting and unemployment insurance information;
  - 7.1.9 Basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
  - 7.1.10 Orientation to highway construction industry norms and culture via union and employer representatives;
  - 7.1.11 Industry specific job search techniques and resources, interviewing skills and job retention.
- 7.2 Trainings to include construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction environment.
- 7.3 Trainings shall be 4-6 weeks long and 6-10 hour long days.
- 7.4 Trainings shall be completed by spring of ~~2020~~ 2021.

8. **Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training.

**Deliverables:**

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary

assistance that ensures participants' retention in the program through graduation.

- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months.
  - 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
  - 8.5 For trainee(s) who have been let go from his/her job, Grantee will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that Grantee can work with the trainee(s) for a future job.
  - 8.6 Address the factors that present barriers to retention of employment for all graduates.
  - 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.
9. **Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

**Deliverables:**

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by ~~January 31, 2019~~ January 31, 2021.
  - 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
  - 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
  - 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.
10. **Task:** Provide employment placement once graduates completed training.

**Deliverables:**

- 10.1 Engage employers during orientation of prospective recruits.
  - 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
  - 10.3 Provide mock interview sessions for trainees with potential employers.
  - 10.4 Organize at least one metro-wide recruiting fair. Grantee will recruit MnDOT contractors and union representatives to participate in the fair.
  - 10.5 Send job postings to graduates via social media.
  - 10.6 At a minimum, ~~34~~ 80% of the ~~48~~ graduates will be placed in employment.
    - 10.6.1 Proof of employment includes a MnDOT/Grantee originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
  - 10.7 Report placement and placement hours to MnDOT PM quarterly.
11. **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

**Deliverables:**

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

12. **Task:** Submit program invoice with back up documentation monthly to MnDOT.

**Deliverables:**

- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21<sup>st</sup> day of the following month. For example: January invoice due on February 21<sup>st</sup>.
- 12.2 For each invoice submitted, Grantee must provide back-up documentation for each line item(s) requesting payment.

**The remainder of this page has intentionally been left blank**



## Exhibit B-1 B-2

## PROGRAM BUDGET

Salary/Fringe/Indirect/Non-Pers	143,679.00
Marketing/Job Fair	3,000.00
Travel, Mileage & Lodging	3,000.00
NCRC/Aptitude Test	2,000.00
Program Supplies	3,000.00
Enrollment & Program Orientation	2,000.00
Support Services Emergency Fund ( <i>transportation, Per Diem @ \$36 for 20 participants</i> )	<del>10,000.00</del> 37,182.00
Highway Heavy Construction Training ( <i>5 weeks Labor Cement Masonry</i> )	<del>160,000.00</del> 145,318.00
Housing ( <i>10 out-state participants' lodging @ \$90 per rm per night for 5 weeks</i> )	<del>35,000.00</del> 22,500.00
<b>TOTAL</b>	<b>\$361,679.00</b>

## Program Budget Item Details

## Salary/Fringe/Indirect/Non-Pers

Project Manager – MAPE 15L – estimated 2/3 cost of 2080 hours (1/23/19 – 12/31/19)

Project Coordinator – MAPE 12L – estimated 1/3 cost of 2080 hours (1/23/19 – 10/31/19); 3/4 cost of 2080 hours (11/1/19 – 2/29/20).

*Fringe* – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED's rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%.

*Indirect* – this category indicates “physical plant/location” integrals that would be shared/common to the location and would include office rent, cubicle space rent, utilities, security, telecommunications networks, computer networks, heating, water, electricity etc.

*Non Personal* – this category indicates those work activities and technical integrals that would not be shared or common in the facility and would include stationary and portable telecommunications devices, computers and peripherals, scanner, printers, educational materials, computer software, device maintenance etc.

**Marketing** – the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

**Job Fair** – Payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

**Travel, Mileage & Lodging** – assigned to project-affiliated DEED staff/principals in the delivery to MnDOT contracted partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

**National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment** –costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

**Program Supplies** – assigned to project-affiliated office supplies.

**Enrollment and Program Orientation** – program participant overviews and formal introductions to highway construction industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

**Support Services Emergency Fund** – Provide limited emergency/transitional support services funds to program participants (not to exceed budgeted amount)

**Highway Heavy Construction Training** – contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

**The remainder of this page has intentionally been left blank**

INVOICE NO. \_\_\_\_\_

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us)

MnDOT Contract No. 1032939

MnDOT PO Number: 3000454497

Contract Expiration Date: Dec 31, 2021

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Indirect/Non-Pers	\$143,679.00			
Marketing/Job Fair	\$3,000.00			
Travel, Mileage & Lodging	\$3,000.00			
NCRC/Aptitude Test	\$2,000.00			
Program Supplies	\$3,000.00			
Enrollment & Program Orientation	\$2,000.00			
Support Services – Emergency Fund	\$37,182.00			
Highway Heavy Construction Training	\$145,318.00			
Housing/Meals	\$22,500.00			
<b>Total Project Costs:</b>	<b>\$361,679.00</b>			
<b>Total Amount Due This Invoice:</b>				

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

**Grantee:** Minnesota Department of Employment and Economic Development**Signature:** \_\_\_\_\_**Print Name:** \_\_\_\_\_**Title:** \_\_\_\_\_



MnDOT Contract #: 1033193

STATE OF MINNESOTA  
INTERAGENCY PARTNERSHIP AGREEMENT  
FOR  
SHARED SPACE AT

MnDOT ST. CLOUD HEADQUARTERS, 3725 12TH STREET NORTH, ST. CLOUD, MINNESOTA 56303

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Agriculture ("Agriculture").

Recitals

1. Under Minnesota Statutes Section 471.59, subdivision 10, MnDOT and Agriculture are empowered to enter into interagency agreements; and
2. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
3. A contract that can be regularly updated is an efficient means to administer Agriculture's use of MnDOT space; and
4. This agreement supersedes and replaces MnDOT Contract Number 92571-P in its entirety.
5. Both parties are willing to enter this agreement.

Agreement

1. **Term of Agreement; Survival of Terms; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Agreement will be effective on 03/01/2019, or the date MnDOT obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2, whichever is later.
- 1.2. **Expiration Date:** This Agreement will expire on 02/28/2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A & B are attached and incorporated into this Agreement.

2. **MnDOT's Responsibility**

- 2.1. Provide Agriculture with office space, (work cubicles), needed to perform its functions, consisting of approximately 618 square feet, including 360 square feet of office space, 90 square feet of common space and 168 square feet of storage space. See Exhibit A for details. Space to be located at:

Transportation District 3B - St. Cloud, 3725 12th Street North, St. Cloud, Minnesota 56303

- 2.2. Provide utilities including heat, electricity, water and sewer.
- 2.3. Provide LAN and WAN capabilities, copier, printer, fax capability based on 250 copies per month.
- 2.4. Provide janitorial services and trash removal.
- 2.5. Provide building and yard maintenance including snow removal.
- 2.6. Provide building security and employee safety services.
- 2.7. Provide parking for Agriculture vehicles and guests.
- 2.8. Provide access 24 hours /day, 365 days/year to appropriate buildings and secured areas.

**3. Agriculture's Responsibilities**

- 3.1. Pay to MnDOT rent for the use of space, for each year of this agreement, and related cost.
- 3.2. Adhere to MnDOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

**4. Method of determining payment amounts**

- 4.1. MnDOT will annually, determine the square foot charges for rental space, provided that such amount does not exceed the amount specified in Article 5. MnDOT Office of Financial Management will determine the rental rate using a spreadsheet similar to Exhibit B.

**5. Terms of Payment**

- 5.1. *Space.* As rent for 618 square feet of leased space (office space- 360 square feet ("sf"), common space, 90 - sf and storage space – 168 sf), Agriculture will pay rent as listed in Exhibit B – Estimated Cost of Lease.
- 5.2. Rent will increase by an inflationary factor of 3% each year of the contract per Exhibit B.
- 5.3. As rent for office equipment use, Agriculture will pay MnDOT not more than \$840.00 annually for 5 people to use this equipment. Agriculture will provide their Cisco phones.
- 5.4. As rent for common port use, Agriculture will pay MnDOT not more than \$720 annually for 5 people. One port is allotted for each person.
- 5.5. Total Square Foot rented: 618 sf.
- 5.6. Total amount owed: \$48,117.15.
- 5.7. Agriculture will make payment to MnDOT for the use of the space, equipment and common ports specified, in monthly payments due at the end of each month of each state fiscal year of this agreement.
- 5.8. MnDOT must create and enter an invoice in SWIFT.
- 5.9. Agriculture will make payment using the bilateral netting process in SWIFT.
- 5.10. Agriculture will make payments, referencing MnDOT agreement number, directly to MnDOT, using MnDOT's vendor# 20036102300; directing payment to the:  
Minnesota Department of Transportation  
Accounting and Finance Section  
395 John Ireland Blvd, MS 215  
St. Paul, MN 55155
- 5.11. MnDOT will then credit the appropriate MnDOT District Operating Funds account for the District share.

**6. Agreement Personnel**

**6.1. MnDOT's Authorized Representative and Project Manager will be:**

Name: Mark Motschke (or successor)  
Title: Facilities Supervisor, District 3B  
Address: 3725 12th St. N., St. Cloud, MN 56303  
Telephone: 320-223-6565  
E-Mail: Mark.Motschke@state.mn.us

Responsibilities of the Project Manager; All partnerships should be paid up-front. The Project Manager is responsible for notifying Accounts Receivable before work is done so the partnership involving and funding from the partner will be in place before the work is done. The mailbox for accounts receivable is:  
MN\_AR\_Agreements@state.mn.us

**6.2. The Agriculture's Authorized Representative will be:**

Name: Doug Buhl (or successor)  
Title: Facility Manager  
Address: Freeman Building, 5th Floor, St. Paul, MN



MnDOT Contract #: 1033193

Telephone: 651-201-6598  
Email: Doug.Buhl@state.mn.us

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

7.1. Assignment. The Agriculture may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2. Amendments. Any Amendment to this Agreement 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 Agreement, or their successors in office.

7.3. Waiver. If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to subsequently enforce it.

7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between MnDOT and Agriculture. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability**

8.1. Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party will not be considered an employee of the other party for any purpose.

8.2. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**9. State Audits**

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

**10. Termination; Suspension**

10.1. This Agreement may be terminated by either party, with cause, with 90 days written notice to the other party.

10.2. This Agreement may be terminated at any time by mutual agreement of the parties.

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

MnDOT Contract #: 1033193

**DEPARTMENT OF AGRICULTURE**

By: Andrea Hauke  
Title: Deputy Commissioner  
Date: 2/27/19

**COMMISSIONER OF TRANSPORTATION**

By: Sam Allen  
Title: District Engineer  
Date: 3/1/19

**AGRICULTURE ENCUMBRANCE VERIFICATION**

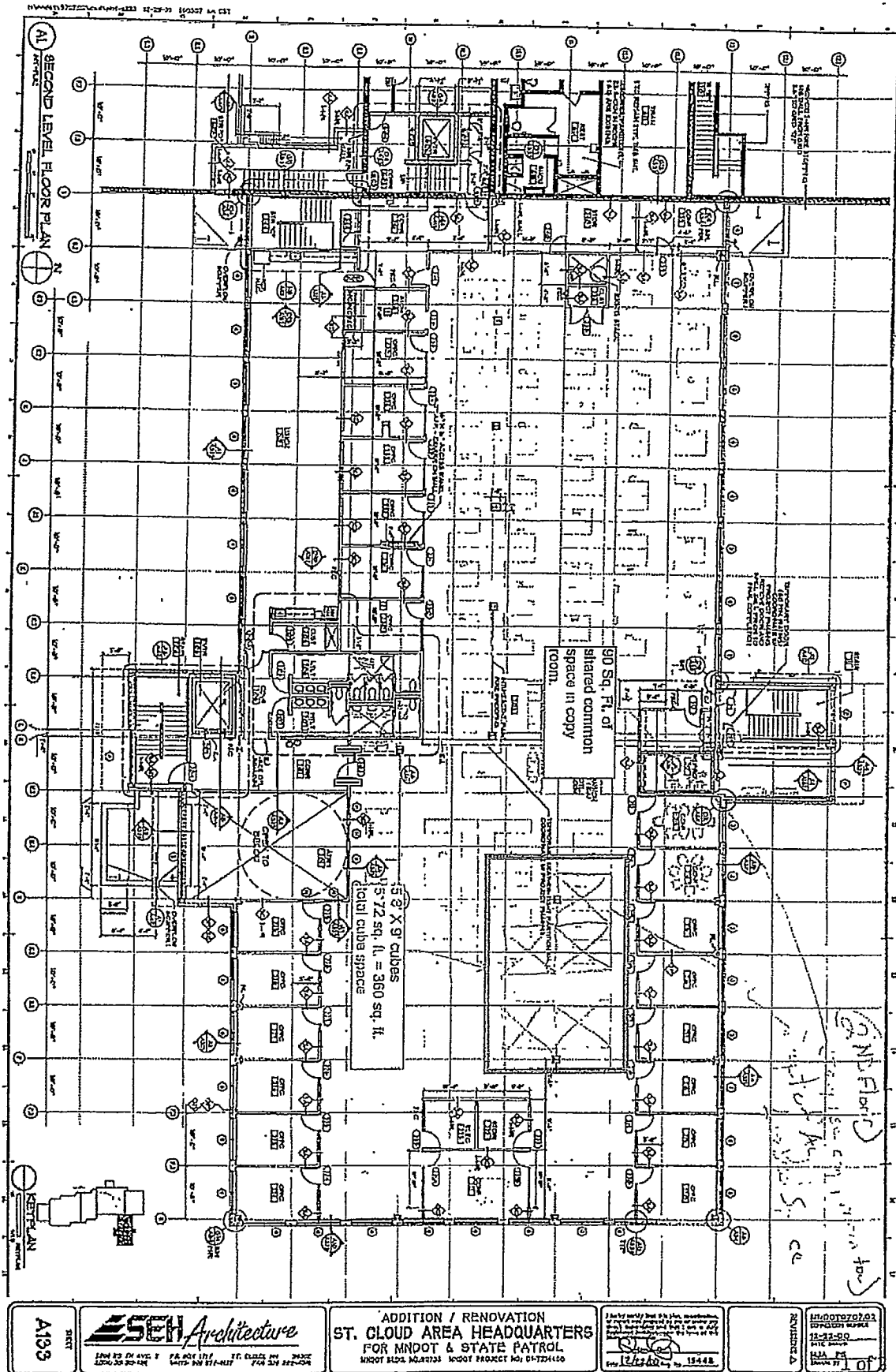
DocuSigned by:  
By: Linda Rowley Lead Buyer  
CFE1D297B76F48F...  
Date: 2/27/2019

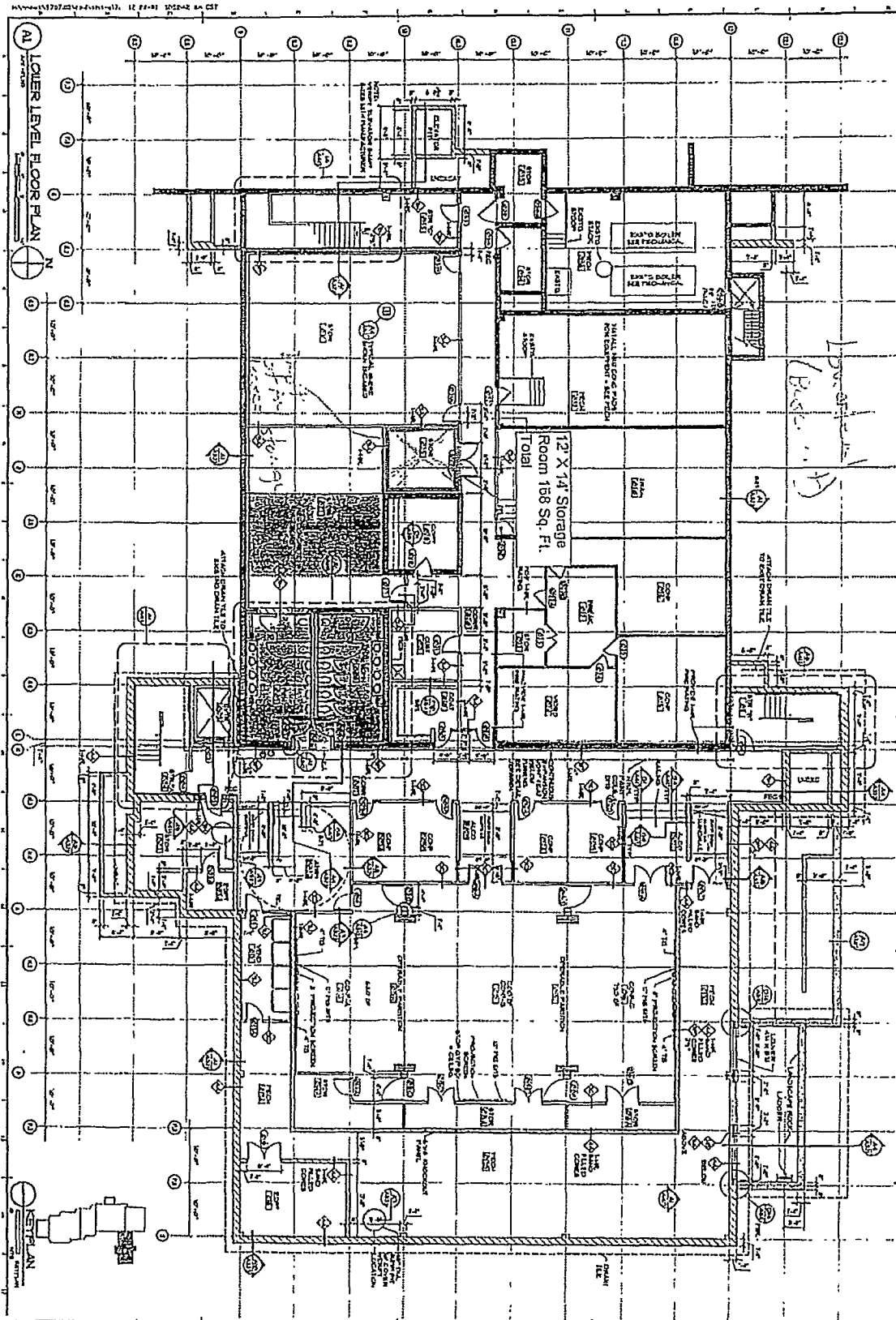
SWIFT Contract #: 153714

SWIFT Purchase Order #: 3000031052

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]  
Date: March 1, 2019





<p>A131</p>	<p><b>SEH Architecture</b></p> <p>1200 22nd St NW St. Cloud, MN 56301 763.325.1111</p>	<p>ADDITION / RENOVATION <b>ST. CLOUD AREA HEADQUARTERS</b> FOR MNDOT &amp; STATE PATROL</p> <p>MNDOT PROJECT NO. 1033193</p>	<p>11/11/10</p>	<p>MNDOT 1033193 12-31-10 11/11/10 11/11/10</p>
-------------	--	---	-----------------	---

MnDOT Contract No. 1033193

Exhibit B: Estimated Cost of Lease

Building: St Cloud MnDOT District 3B Headquarters, 3725 12th Street North, St. Cloud, Minnesota 56303

FY 18 Baseline - Actual Costs	Amount
FY 18 Annual Operating Expense (AOP)	\$ 1,439,308.83
Capital Expenditures (CE)	\$ 675.76
Depreciation (D)	\$ 352,628.82
Subtotal (AOP+CE+D)	\$ 1,792,613.41
Admin+10% Article 2, Subarticles 2.2-2.8	\$ 179,261.34
Total Costs (Subtotal + Admin)	\$ 1,971,874.75
Square Footage for Facility	165,267
Cost per Square Foot	\$ 11.93
Agriculture square foot usage	618
Agriculture Yearly Rental FY 2018	\$ 7,372.74

Period	From	To	Est. Infl. Inc. Per Year	Cost Per SF	Yearly Space Rental	Yearly Cost of Office Equip	Yearly Cost of Common Port Usage	Yearly total cost of Lease	Quarterly Rental	Monthly Rental
Baseline year	3/1/2018	2/28/2019		\$ 11.93	\$ 7,372.74	\$ 840.00	\$ 720.00	\$ 8,932.74	\$ 2,233.19	\$ 744.40
First Year	3/1/2019	2/29/2020	3%	\$ 12.29	\$ 7,593.92	\$ 840.00	\$ 720.00	\$ 9,153.92	\$ 2,288.48	\$ 762.83
Second Year	3/1/2020	2/28/2021	3%	\$ 12.66	\$ 7,821.74	\$ 840.00	\$ 720.00	\$ 9,381.74	\$ 2,345.44	\$ 781.81
Third Year	3/1/2021	2/28/2022	3%	\$ 13.04	\$ 8,056.39	\$ 840.00	\$ 720.00	\$ 9,616.39	\$ 2,404.10	\$ 801.37
Fourth Year	3/1/2022	2/28/2023	3%	\$ 13.43	\$ 8,298.08	\$ 840.00	\$ 720.00	\$ 9,858.08	\$ 2,464.52	\$ 821.51
Fifth Year	3/1/2023	2/29/2024	3%	\$ 13.83	\$ 8,547.02	\$ 840.00	\$ 720.00	\$ 10,107.02	\$ 2,526.76	\$ 842.25
Total Estimated Cost of Lease								\$ 48,117.15		

Office equipment and Port Usage are input and not subject to an inflationary factor.

Input cells are light orange.

Baseline year costs

Admin+10% Article 2, Subarticles 2.2-2.8





## STATE OF MINNESOTA INTERAGENCY AGREEMENT

**Federal Project Number:** SPR CR 19(001)

**Project Identification:** Cultural Resources Information System (CRIS) Phase III - Rewrite

This agreement is between the Minnesota Department of Transportation ("MnDOT") and the **Office of MN.IT Services ("MN.IT")**, though its **Minnesota Geospatial Information Office ("MnGeo")**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.200 (FHWA Highway Research and Development Program).

### Agreement

#### 1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **December 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

#### 2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 0181.
- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A.

#### 3 Consideration and Payment

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$769,743.70**.

#### 4 Conditions of Payment

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

#### 5 Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:
 

Name/Title:	Kendall Lausche, Contract Administrator (or his/her successor)
Address:	Minnesota Department of Transportation Consultant Services, Mail Stop 680 395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone:	651-366-4692
E-Mail:	kendall.lausche@state.mn.us

**5.2 MnDOT's Project Manager will be:**

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)  
Address: Minnesota Department of Transportation  
Cultural Resources Unit, Mail Stop 620  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: 651-366-3616  
E-Mail: jacob.foss@state.mn.us

**5.3 MnGeo's Authorized Representative will be:**

Name/Title: Dan Ross, Geographic Info Sys Director  
Address: Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: dan.ross@state.mn.us

**6 Amendments**

6.1 Any amendment to this agreement 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 Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

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

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

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stnd_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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

**10 Contractor Payment Form Requirement**

- 10.1 If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

**MnDOT ENUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract ID No. \_\_\_\_\_

SWIFT Purchase Order ID No. \_\_\_\_\_

**MnDOT**

(with delegated authority)

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

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

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

**MNIT**

DocuSigned by:

Signed: Tracy Gerasch

Title: MNIT Procurement Director

Date: 5/10/2019

**MnDOT CONTRACT MANAGEMENT**

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

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

**SCOPE**

MnDOT's Cultural Resources Unit (CRU) is in need of assistance in the full rewrite of the third phase of the Cultural Resources Information System (CRIS) application, data, and web services. CRIS Phase III focuses on integrating the statewide archaeological site and historic property inventories, and primarily enhancing CRIS Phase II. CRIS Phase I replaced the legacy CRIS application with a web-based solution that assists MnDOT's CRU increase efficiency and reduce workload in tracking, recording, and managing reviews of MnDOT projects and their impacts on cultural resources. CRIS Phase I implemented a new Oracle database and the functionality required for basic data transactions – creating new data and editing existing data. CRIS Phase I also implemented the functionality and reporting needed to track CRU undertakings from beginning to end. CRIS Phase II further increased efficiency and reduced workload by adding Geographic Information System (GIS) functionality and other features to CRIS.

This contract further refines the current CRIS III system by fixing existing errors and providing better tools and GIS functionality. Moreover, CRIS Phase III will eventually provide near real-time access to the State Historic Preservation Office's (SHPO) Historic Property Inventory plus provide real-time access to the Office of the State Archaeologist's (OSA) Sites Inventory via Web Map Service (WMS). The end result is a pooled inventory of cultural resources data both maintained and hosted by each respective agency. This saves MnDOT time, money, and boosts confidence in CRU review assessments and enhances financial effectiveness for all agencies involved. Existing permission levels in CRIS II have carryovered to CRIS III.

**Task Descriptions**

*MnGeo will perform the following tasks:*

**Task 1: Project Management, Administration, and Business Analysis**

- 1.1 General project management work including project design, planning, and project status documentation.
- 1.2 Regular meeting with MnDOT staff to review progress on and discuss any issues related to the project.
- 1.3 Business analysis services to further define any task or details that need to be further defined.
- 1.4 General project administration and planning services including contract modifications, accounting, invoicing, budget tracking, travel time, and meeting arrangement.

**Task 2: CRIS - All System Set up**

- 2.1 Conduct the following:
  - 2.1.1 Development environment set up.
  - 2.1.2 Production environment set up.
  - 2.1.3 Setup source code and software development lifecycle

**Task 3: CRIS - Data Migration**

- 3.1 Create processes to Extract, Transfer, and Load (ETL) data from MnDOT Oracle databases into PostgreSQL RDBMS.

**Task 4: CRIS - Tasks for Application Development**

- 4.1 Conduct the following:
  - 4.1.1 Additional requirements analysis.
  - 4.1.2 System design and approval
  - 4.1.3 User login / profile
  - 4.1.4 Template creation
  - 4.1.5 Notice board
  - 4.1.6 Undertaking search interface
  - 4.1.7 Recreate tabs 1 – 5 and creation of new tab 6 Agreements tab. Specific tab deliverables can be found in Tab Details below.

**Task 5: Mapping Component and Integration into Application**

- 5.1 Conduct the following:
  - 5.1.1 Setup map services.
  - 5.1.2 Recreate existing group layers

5.1.3 Add the following new layers, as follows:

- a. Archaeological sites (from OSA portal)
- b. Previous archaeological surveys
- c. Cemetery/earthworks (burial sites from OSA portal)
- d. OSA's unrecorded cemetery database (This data needs to be created [NOT INCLUDED IN THIS CONTRACT], if/when created before the end of the contract, this data will be added as a layer).
  - e. OSA's quarter-section polygon WMS
  - f. Right-of-way layer
  - g. State Transportation Improvement Program (STIP) layer and Capital Highway Investment Plan (CHIP)
  - h. Statewide parcels layer
  - i. MN Model Phase 4 layer group

5.1.4 Edit existing map functionality

5.1.5 Create new map functionality, as follows:

- a. Search by township-range-section
- b. Get "water resources"
- c. Better placed labels so still able to view boundary outlines and names
- d. Display feature detail for highways

**Task 6: Connection to and Update of Crystal reports**

- 6.1 Attend meetings with MnDOT crystal reports staff.
- 6.2 Provide documentation of new schema for MnDOT staff.
- 6.3 Create firewall openings to facilitate reports.
- 6.4 Create application display page to show reports.

**Task 7: Connection to Document Management System (eDOCS)**

- 7.1 Meet with MnDOT eDOCS staff.
- 7.2 Provide creation of CRIS schema/profile.
- 7.3 Gain understanding of the eDOCS Application Programming Interface (API).
- 7.4 Implement eDOCS API into project code for uploads.
- 7.5 Create interface to manage tags.
- 7.6 Create display to mimic folders based upon tags.

**Task 8: Create Historic Cemetery Data**

- 8.1 Create Historic Cemetery Data provided by MnDOT CRU unit by association of an existing cemetery record with either one or more land ownership parcel boundaries using a parcel identification number (or numbers) or association with Public Land Survey System (PLSS) sections, quarter-section or quarter-quarter section boundaries using an existing PLSS description.
- 8.2 Perform Quality Assurance/Quality Control (QA/QC) validation of the data using the available cemetery attribute information and spatial comparison techniques agreed upon by MnDOT.
- 8.3 Perform high level planning of the process with MnDOT review to spatially enable the data.
- 8.4 Validate data with MnDOT review and communication.
- 8.5 Perform documentation and metadata creation.

**Task 9: Managed Hosting – System Maintenance and Infrastructure**

- 9.1 Infrastructure: Work with MnDOT on the geospatial managed hosting environment, which is recommended to support the minimum requirements for ArcGIS Server. For the purposes of this project, the production and development infrastructure will be available for 12 months of FY20 and 6 months in FY21. This project includes production deployment, but coordinate with MnDOT on the needs for future hosting and system administration going forward.
- 9.2 Provide a secure, reliable platform for hosting and deploying MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software and system upgrades. Evaluate new applications, as needed, against the capabilities of the infrastructure deployed.



- 9.3 Ensure system performance, provide adequate data storage, and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 9.4 Address any reported issues.
- 9.5 Answer questions as appropriate
- 9.6 Coordinate with Minnesota Information Technology (MnIT) Managed Hosting regular Operating Systems (OS) patching and updates.

## **EXPECTATIONS**

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. MnGeo staff will keep MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise MnDOT of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MnDOT staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this project, testing plans will be developed and shared as well as incorporated into MnIT Change Management routines.
4. Provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MnIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through MnDOT's primary contact.
6. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's primary contact, MnDOT's infrastructure costs will be increased accordingly.

## **System Maintenance:**

System maintenance will be assessed each month. System maintenance is estimated at 25 hours per server per year.

**Timeline:** Products and services will be provided throughout the duration of the agreement.

## **MnDOT Deliverables, Duties, and Responsibilities**

Under the terms of this agreement, MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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

**TAB DETAILS**

<b>Tab 1: General Information Page</b>
Summary display block (uneditable; 9 fields)
Federal Funding block (one radio; one dropdown)
Interface to manage Federal Funding dropdown
Project title field; Doc Type; MnDOT District; Letting Date; Reply by Date
Stage dropdown
Interface to manage Stage
Contact Information interface (dropdown that dynamically populates display when selected)
Interface to create contact information for organizations
Project manager interface for submitting organization (drop down that populates display when selected).
Interface to relate user accounts to organizations
Sponsoring Organization interface (dropdown that dynamically populates display when selected)
Contact for sponsoring organization
Add exemption Status
<b>Tab 2: Project List</b>
Project list (projects associated with undertaking
Project Detail (8 input fields without validation to PUMA)
Feature list (display of related features)
Feature detail (6 fields)
Link to Feature map
<b>Tab 3: Reviews</b>
move fields to findings and general (10 fields)
<b>Tab 4: Consultations</b>
Display list of organizations
"Save and Run Federal Consulting Rules" business process
"Save and Run State Consulting Rules" business process
Add ability for application manager to edit the spatial extent of consultation rules
"Consultation with Other Interested Parties". business process
Consultation details interface
Main interface (10 fields)
"Generate Federal Letter" business process
"Generate State Letter" business process
<b>Tab 5: Findings</b>
Move "CRU Review" Fields here (10 fields)
Ability to edit finding letter (Federal)
Ability to edit finding letter (State)
Add generate finding letter (local)
Interface to track date of letters sent
<b>Tab 6: Agreements (new tab)</b>
Ability to track memoranda of Understanding (name, date, completion
Role matrix integration / user security separation

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

**Direct Labor Costs**

<b>Task</b>	<b>GIS Basic</b>	<b>GIS Intermediate</b>	<b>GIS Advanced</b>	<b>Total</b>
<b>Task 1</b>				
Project Management, Administration, and Business Analysis	0	0	2497	2497
<b>Task 2</b>				
CRIS - All System Set up	160	0	476	636
<b>Task 3</b>				
CRIS - Data Migration	0	0	280	280
<b>Task 4</b>				
CRIS - Tasks for Application Development	0	10	1918	1928
<b>Task 5</b>				
Mapping Component and Integration into Application	0	1204	630	1834
<b>Task 6</b>				
Connection to and Update of Crystal reports	0	0	128	128
<b>Task 7</b>				
Connection to Document Management System (eDOCS)	0	0	660	660
<b>Task 8</b>				
Create Historic Cemetery Data	110	0	30	140
<b>Task 9</b>				
Managed Hosting – System Maintenance and Infrastructure	0	0	150	150
<b>Total Hours</b>	270	1214	6769	8253
<b>Fixed Hourly Rate</b>	\$ 62.60	\$ 80.60	\$ 95.70	
<b>Total Direct Labor Costs:</b>	<b>\$ 16,902.00</b>	<b>\$ 97,848.40</b>	<b>\$ 647,793.30</b>	<b>\$ 762,543.70</b>

**Direct Expense Costs (must provide documentation)**

<b>Description</b>	<b>Rate</b>	<b>Unit</b>	<b>Cost</b>
Similar to G46DAWOSAGE001 (18 months)			\$ 3,600.00
Similar to G46DDLOSADB1001 (18 months)			\$ 3,600.00
<b>Total Direct Expenses</b>			<b>\$ 7,200.00</b>

**TOTAL CONTRACT AMOUNT** **\$ 769,743.70**

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

**Submittal Instructions:** Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

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

(This form may be submitted in an alternate format)

**Contractor Payment Form Instructions:**

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

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





MnDOT Agreement Number: 1033768

**AMENDMENT NUMBER 1 TO MnDOT AGREEMENT NUMBER: 1033768**

Agreement Start Date: May 14, 2019	Original Agreement Amount:	\$ 769,743.70
Original Agreement Expiration Date: December 31, 2020	Previous Amendment(s) Total:	\$ N/A
Current Agreement Expiration Date: December 31, 2020	Current Amendment Amount:	\$ 7.50
New Agreement Expiration Date: July 31, 2021	Total Amended Agreement Amount:	\$ 769,751.20

**Federal Project Number:** SPR CR 19(001)**Project Identification:** Cultural Resources Information System (CRIS) Phase III - Rewrite

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Geospatial Information Office ("MnGeo").

**RECITALS**

1. MnDOT has an agreement with MnGeo identified as MnDOT Agreement Number 1033768 ("Original Agreement") to further refine the current CRIS system by fixing existing errors and providing better tools and Geographic Information System functionality.
2. Contractor requires additional time, additional scope and a slight adjustment to the Original Agreement budget. The purpose of this project is to replace MnDOT's current Cultural Resource Information System (CRIS) II application. Midway through this project, MnIT@MnDOT informed the project team that CRIS II needed to be retired in October 2020, instead of in December 2020. In order to ensure that MnDOT's Cultural Resources Unit (CRU) does not have a gap between October and December when they have no working project review application, MnGeo will build a simplified version of CRIS III that will be released in October. This simplified version, called CRIS III Minimum Viable Product (MVP), will have all the core functions that the CRU requires. The full version of CRIS III is now planned to be released in February of 2021. MnGeo will support the CRIS III app and fix bugs until the new end of the agreement.
3. MnDOT and MnGeo are willing to amend the Original Agreement as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted agreement terms will be struck out and the added agreement terms will be bolded and underlined.

**REVISION 1. Subarticles 1.2-1.3 are amended as follows:**

- 1.2 Expiration Date: This agreement will expire on ~~December 31, 2020~~ **July 31, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits ~~A through C~~ **A-1, B-1 and C** are attached and incorporated into this agreement.

**REVISION 2. Subarticle 2.2 is amended as follows:**

- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A ~~B-1~~ **A-1**.

**REVISION 3. Subarticles 3.1-3.2 are amended as follows:**

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit ~~B-B-1~~.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed ~~\$769,743.70~~ **\$769,751.20**.

**REVISION 4. Subarticle 5.1 is amended as follows:**

- 5.1 MnDOT's Authorized Representative will be:
  - Name/Title: ~~Kendall Lausche~~ **Ashley Duran**, Contract Administrator (or his/her successor)
  - Address: Minnesota Department of Transportation  
Consultant Services, Mail Stop 680

MnDOT Agreement Number: 1033768

395 John Ireland Boulevard, St. Paul, MN 55155-1800

Telephone: ~~651-366-4692~~

E-Mail: ~~kendall.lausche@state.mn.us~~

[ashley.duran@state.mn.us](mailto:ashley.duran@state.mn.us)

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and any previous amendment remain in full force and effect.

#### MnDOT ENCUMBRANCE VERIFICATION

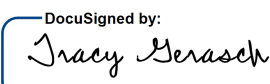
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

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

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

#### MnGeo

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

Signed:  \_\_\_\_\_  
58BE08075AF6441...

Title: Procurement Director \_\_\_\_\_

9/14/2020

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

#### MnDOT

*(with delegated authority)*

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

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

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

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

#### MnDOT CONTRACT MANAGEMENT

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

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

## SCOPE

MnDOT's Cultural Resources Unit (CRU) is in need of assistance in the full rewrite of the third phase of the Cultural Resources Information System (CRIS) application, data, and web services. CRIS Phase III focuses on integrating the statewide archaeological site and historic property inventories, and primarily enhancing CRIS Phase II. CRIS Phase I replaced the legacy CRIS application with a web-based solution that assists MnDOT's CRU increase efficiency and reduce workload in tracking, recording, and managing reviews of MnDOT projects and their impacts on cultural resources. CRIS Phase I implemented a new Oracle database and the functionality required for basic data transactions – creating new data and editing existing data. CRIS Phase I also implemented the functionality and reporting needed to track CRU undertakings from beginning to end. CRIS Phase II further increased efficiency and reduced workload by adding Geographic Information System (GIS) functionality and other features to CRIS.

This contract further refines the current CRIS III system by fixing existing errors and providing better tools and GIS functionality. Moreover, CRIS Phase III will eventually provide near real-time access to the State Historic Preservation Office's (SHPO) Historic Property Inventory plus provide real-time access to the Office of the State Archaeologist's (OSA) Sites Inventory via Web Map Service (WMS). The end result is a pooled inventory of cultural resources data both maintained and hosted by each respective agency. This saves MnDOT time, money, and boosts confidence in CRU review assessments and enhances financial effectiveness for all agencies involved. Existing permission levels in CRIS II have carryovered to CRIS III.

### Task Descriptions

*MnGeo will perform the following tasks:*

#### **Task 1: Project Management, Administration, and Business Analysis**

- 1.1 General project management work including project design, planning, and project status documentation.
- 1.2 Regular meeting with MnDOT staff to review progress on and discuss any issues related to the project.
- 1.3 Business analysis services to further define any task or details that need to be further defined.
- 1.4 General project administration and planning services including contract modifications, accounting, invoicing, budget tracking, travel time, and meeting arrangement.

#### **Task 2: CRIS - All System Set up**

- 2.1 Conduct the following:
  - 2.1.1 Development environment set up.
  - 2.1.2 Production environment set up.
  - 2.1.3 Setup source code and software development lifecycle

#### **Task 3: CRIS - Data Migration**

- 3.1 Create processes to Extract, Transfer, and Load (ETL) data from MnDOT Oracle databases into PostgreSQL RDBMS.

#### **Task 4: CRIS - Tasks for Application Development**

- 4.1 Conduct the following:
  - 4.1.1 Additional requirements analysis.
  - 4.1.2 System design and approval
  - 4.1.3 User login / profile
  - 4.1.4 Template creation
  - 4.1.5 Notice board
  - 4.1.6 Undertaking search interface
  - 4.1.7 Recreate tabs 1 – 5 and creation of new tab 6 Agreements tab. Specific tab deliverables can be found in Tab Details below.

**Task 5: Mapping Component and Integration into Application****5.1 Conduct the following:**

- 5.1.1 Setup map services.
- 5.1.2 Recreate existing group layers
- 5.1.3 Add the following new layers, as follows:
  - a. Archaeological sites (from OSA portal)
  - b. Previous archaeological surveys
  - c. Cemetery/earthworks (burial sites from OSA portal)
  - d. OSA's unrecorded cemetery database (This data needs to be created [NOT INCLUDED IN THIS CONTRACT], if/when created before the end of the contract, this data will be added as a layer).
  - e. OSA's quarter-section polygon WMS
  - f. Right-of-way layer
  - g. State Transportation Improvement Program (STIP) layer and Capital Highway Investment Plan (CHIP)
  - h. Statewide parcels layer
  - i. MN Model Phase 4 layer group
- 5.1.4 Edit existing map functionality
- 5.1.5 Create new map functionality, as follows:
  - a. Search by township-range-section
  - b. Get "water resources"
  - c. Better placed labels so still able to view boundary outlines and names
  - d. Display feature detail for highways

**Task 6: Connection to and Update of Crystal reports**

- 6.1 Attend meetings with MnDOT crystal reports staff.
- 6.2 Provide documentation of new schema for MnDOT staff.
- 6.3 Create firewall openings to facilitate reports.
- 6.4 Create application display page to show reports.

**Task 7: Connection to Document Management System (eDOCS)**

- 7.1 Meet with MnDOT eDOCS staff.
- 7.2 Provide creation of CRIS schema/profile.
- 7.3 Gain understanding of the eDOCS Application Programming Interface (API).
- 7.4 Implement eDOCS API into project code for uploads.
- 7.5 Create interface to manage tags.
- 7.6 Create display to mimic folders based upon tags.

**Task 8: Create Historic Cemetery Data**

- 8.1 Create Historic Cemetery Data provided by MnDOT CRU unit by association of an existing cemetery record with either one or more land ownership parcel boundaries using a parcel identification number (or numbers) or association with Public Land Survey System (PLSS) sections, quarter-section or quarter-quarter section boundaries using an existing PLSS description.
- 8.2 Perform Quality Assurance/Quality Control (QA/QC) validation of the data using the available cemetery attribute information and spatial comparison techniques agreed upon by MnDOT.
- 8.3 Perform high level planning of the process with MnDOT review to spatially enable the data.
- 8.4 Validate data with MnDOT review and communication.
- 8.5 Perform documentation and metadata creation.

**Task 9: Managed Hosting – System Maintenance and Infrastructure**

- 9.1 Infrastructure: Work with MnDOT on the geospatial managed hosting environment, which is recommended to support the minimum requirements for ArcGIS Server. For the purposes of this project, the production and development infrastructure will be available for 12 months of FY20 and 12 months in FY21. This project includes production deployment, but coordinate with MnDOT on the needs for future hosting and system administration going forward.
- 9.2 Provide a secure, reliable platform for hosting and deploying MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software and system upgrades. Evaluate new applications, as needed, against the capabilities of the infrastructure deployed.
- 9.3 Ensure system performance, provide adequate data storage, and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 9.4 Address any reported issues.
- 9.5 Answer questions as appropriate
- 9.6 Coordinate with Minnesota Information Technology (MnIT) Managed Hosting regular Operating Systems (OS) patching and updates.

**Task 10: Minimum Viable Product (MVP)**

- 10.1 MnGeo will devise a plan for the CRIS III minimum viable product. This MVP will be created and deployed by October 15<sup>th</sup>, 2020.

**EXPECTATIONS**

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. MnGeo staff will keep MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise MnDOT of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MnDOT staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this project, testing plans will be developed and shared as well as incorporated into MnIT Change Management routines.
4. Provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MnIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through MnDOT's primary contact.
6. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's primary contact, MnDOT's infrastructure costs will be increased accordingly.

**System Maintenance:**

System maintenance will be assessed each month. System maintenance is estimated at 25 hours per server per year.

**Timeline:** Products and services will be provided throughout the duration of the agreement.



### **MnDOT Deliverables, Duties, and Responsibilities**

Under the terms of this agreement, MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

### **TAB DETAILS**

<b>Tab 1: General Information Page</b>
Summary display block (uneditable; 9 fields)
Federal Funding block (one radio; one dropdown)
Interface to manage Federal Funding dropdown
Project title field; Doc Type; MnDOT District; Letting Date; Reply by Date
Stage dropdown
Interface to manage Stage
Contact Information interface (dropdown that dynamically populates display when selected)
Interface to create contact information for organizations
Project manager interface for submitting organization (drop down that populates display when selected).
Interface to relate user accounts to organizations
Sponsoring Organization interface (dropdown that dynamically populates display when selected)
Contact for sponsoring organization
Add exemption Status
<b>Tab 2: Project List</b>
Project list (projects associated with undertaking)
Project Detail (8 input fields without validation to PUMA)
Feature list (display of related features)
Feature detail (6 fields)
Link to Feature map
<b>Tab 3: Reviews</b>
move fields to findings and general (10 fields)
<b>Tab 4: Consultations</b>
Display list of organizations
"Save and Run Federal Consulting Rules" business process
"Save and Run State Consulting Rules" business process
Add ability for application manager to edit the spatial extent of consultation rules
"Consultation with Other Interested Parties". business process
Consultation details interface
Main interface (10 fields)
"Generate Federal Letter" business process
"Generate State Letter" business process
<b>Tab 5: Findings</b>
Move "CRU Review" Fields here (10 fields)
Ability to edit finding letter (Federal)
Ability to edit finding letter (State)
Add generate finding letter (local)
Interface to track date of letters sent

<b>Tab 6: Agreements (new tab)</b>
Ability to track memoranda of Understanding (name, date, completion
Role matrix integration / user security separation

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**Direct Labor Costs**

<b>Task</b>	<b>GIS Basic</b>	<b>GIS Intermediate</b>	<b>GIS Advanced</b>	<b>Total</b>
<b>Task 1</b>				
Project Management, Administration, and Business Analysis	0	0	2167	2167
<b>Task 2</b>				
CRIS - All System Set up	160	0	476	636
<b>Task 3</b>				
CRIS - Data Migration	0	0	280	280
<b>Task 4</b>				
CRIS - Tasks for Application Development	0	10	1893	1903
<b>Task 5</b>				
Mapping Component and Integration into Application	0	1204	630	1834
<b>Task 6</b>				
Connection to and Update of Crystal reports	0	0	128	128
<b>Task 7</b>				
Connection to Document Management System (eDOCS)	0	0	660	660
<b>Task 8</b>				
Create Historic Cemetery Data	110	0	30	140
<b>Task 9</b>				
Managed Hosting – System Maintenance and Infrastructure	0	0	150	150
<b>Task 10</b>				
Minimum Viable Product	0	0	330	330
<b>Total Hours</b>	270	1214	6744	8228
<b>Fixed Hourly Rate</b>	\$ 62.60	\$ 80.60	\$ 95.70	
<b>Total Direct Labor Costs:</b>	<b>\$ 16,902.00</b>	<b>\$ 97,848.40</b>	<b>\$ 645,400.80</b>	<b>\$ 760,151.20</b>

**Direct Expense Costs (must provide documentation)**

<b>Description</b>	<b>Rate</b>	<b>Unit</b>	<b>Cost</b>
Similar to G46DAWOSAGE001 (24 months)	\$ 200.00	24	\$ 4,800.00
Similar to G46DDLOSADB1001 (24 months)	\$ 200.00	24	\$ 4,800.00
<b>Total Direct Expenses</b>			<b>\$ 9,600.00</b>

**TOTAL CONTRACT AMOUNT** **\$ 769,751.20**

**STATE OF MINNESOTA**  
**INTERAGENCY PARTNERSHIP CONTRACT**  
**Between**  
**DEPARTMENT OF TRANSPORTATION**  
**And**  
**DEPARTMENT OF PUBLIC SAFETY**  
**For**  
**USE OF SPACE**

This contract is between the Minnesota Department of Transportation (MnDOT) and the Minnesota Department of Public Safety (DPS), State Patrol Division (MSP.)

**BACKGROUND RECITALS**

1. Under Minnesota State Section 471.59, subdivision 10, MnDOT and DPS are empowered to enter into interagency contracts; and
2. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into contracts with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
3. Under Minnesota State Statute 299D.01, Subd. 8, Quarters, and 299D.03, Subd. 6 (in part).....lands and building for training programs...., MnDOT is required to provide space for the State Patrol, and DPS has agreed to pay for such space; and
4. A contract that can be regularly updated is an efficient means to administer the State Patrol's use of MnDOT space; and
5. Both parties are willing to enter this contract.

**Notes**

**Regional Transportation Management Center (RTMC) and Southern Regional Communications Center (SRCC) facilities:**

This contract does not currently (July 1, 2019) cover two facilities shared by MnDOT and DPS: RTMC at the Waters' Edge facility in Roseville and SRCC facility in Rochester. These two facilities offer unique collaboration challenges. Additional consideration of these facilities will be incorporated into this Contract by a supplemental contract as necessary.

**Abandoned DPS dispatch space:**

This contract does not currently (July 1, 2019) cover abandoned DPS dispatch space formally housed in MnDOT facilities. Such space, formally known as Transportation Operations Communications Center (TOCC), has been forfeited by DPS. However, because some of this space is uniquely situated in the facility, discussion as to space use may be permitted on a case-by-case basis at the district level (MSP and MnDOT) with approval by MPS Central Headquarters and MnDOT Central Office. Once resolution has been reached in these unique situations, the Use of Space Contract document shall be reviewed to incorporate any space related contracts.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## CONTRACT

### 1. Term of Contract; Attachment

- 1.1. *Effective date:* July 1, 2019, or the date all required signatures have been obtained under Minnesota Statute Section 16C.05, subdivision 2, whichever is later.
- 1.2. For payment purposes use of space costs will begin accruing and will be paid from the effective date of July 1, 2019.
- 1.3. *Expiration date:* June 30, 2021, or until terminated, whichever occurs first.
- 1.4. *Attachment A:* Attachment A can be viewed using the State of Minnesota's Real Property Database system. The application used is Archibus, the website is <https://realprop.admin.state.mn.us/archibus>. This website can be reached using any computer on the State's intranet. The log-on credentials to be used by MSP are username: DPS.SPACE; password: "Patrol4!" This will display a website that contains all of the drawings available for the space that is occupied by MSP. Also displayed is a document accessible in Pdf format that contains summary information, definitions of the categories of space, standards used for measuring, and instructions on how to use the website.

### 2. Authorized Representatives

- 2.1. MnDOT's authorized representative for purposes of administering this contract is Tiffany Dagon, Building Services Director, Office of Maintenance, 395 John Ireland Blvd, MS 715, 651-366-3573, [tiffany.dagon@state.mn.us](mailto:tiffany.dagon@state.mn.us) or her successor.
- 2.2. DPS' authorized representative for purposes of administering this contract is Major Christopher Erickson, 445 Minnesota St, Suite 130, 651-201-7145, [christpher.erickson@state.mn.us](mailto:christpher.erickson@state.mn.us) or his successor.

### 3. Space Use Attachment

- 3.1. Attachment A ("Attachment"), which is attached and incorporated into this contract by reference, lists each MnDOT district, location, space (square footage), who occupies space, space type, historical rental rate, and space charged for and not charged for by MnDOT. Additionally this Attachment will define space types and measurement standards.
- 3.2. The authorized representatives to this contract shall meet at least 60 days prior to the end of each state fiscal year to review and update the Attachment for the upcoming fiscal year; and if necessary amend the Attachment.
- 3.3. The Attachment shall be updated annually, if needed, and approved in writing and shall not be effective until amendments are executed and approved by the same parties who executed and approved this original contract, or their successors in the office. **Changes to the Attachment or this contract shall require an amendment to this contract.**
- 3.4. Rates for the biennium of this contract may not be increased. Should rates need to be increased for future bienniums of this contract, negotiation of rates shall be completed and agreed upon by MnDOT and DPS prior to May 20 of the odd numbered calendar year proceeding the new biennium. Should this date pass without a contract, an amendment is required to extend the current contract to a date certain at the rate of the current contract.
- 3.5. A reduction or increase in the square footage identified in 3.1 shall necessitate an amendment to the contract approved by both parties noting the change and the subsequent decrease or increase in cost for the space
- 3.6. Cost for using classrooms and/or DPS non-exclusive space, either at the MnDOT Training Center in Arden Hills or in other MnDOT facilities, are not included in this contract, and shall be handled separately following MnDOT standard procedures and paid for by DPS using a purchase order.
- 3.7. Both parties agree that space occupied and used by DPS in weigh stations, state rest areas, and travel information centers shall not require compensation to MnDOT.
- 3.8. MnDOT will provide custodial services to MSP space in MnDOT Truck station or weigh scale buildings



that are located in non-headquarter locations (typically locations other than the A/B district headquarter buildings).

#### **4. General MnDOT Responsibilities**

- 4.1. MnDOT shall provide MSP with space needed in district offices, weigh stations, rest areas and travel information centers, as set forth in 3.1, to perform its functions.
- 4.2. The space provided may be designated office space, heated storage, cold storage, yard storage, secured yard storage, parking space, or for other uses specified in the Attachment. .
- 4.3. Each MnDOT district office shall have a Facility Manager as a contact person for respective building-related work and concerns. This information shall be shared with DPS at the MnDOT District level.

#### **5. General DPS Responsibilities**

- 5.1. DPS provides various services including but not limited to -- inspection and enforcement duties relative to commercial vehicle weights, law enforcement and security presence at MnDOT owned facilities occupied by DPS, and, with the exception of MnDOT Metro District, statewide dispatch service for MnDOT.
- 5.2. DPS agrees to designate a key contact person who shall be responsible for coordinating with MnDOT's District Facilities Manager to include but not limited to building surveys, building postings, construction/renovation projects, recycling, reuse and sustainability issues, which occur within the premises, and to communicate with MnDOT on postings of work which may affect the building tenants or building operations. This information shall be shared with MnDOT at the MnDOT District level.
- 5.3. Adhere to MnDOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

#### **6. Acknowledgements**

- 6.1. Both parties acknowledge that DPS may use, on occasion, MnDOT areas inside the facility to do vehicle searches, inspections, and other law enforcement actions that may arise. Such use shall be requested from and coordinated with the Facility Manager prior to use.
- 6.2. Both parties acknowledge that on occasion, DPS will utilize MnDOT wash bays to clean DPS vehicles. When finished with its use, DPS will return the wash bay to its original condition as found, prior to use.
- 6.3. MnDOT shall be compensated for any damage or staff overtime resulting from the uses described in 6.1 and 6.2.

#### **7. Appeal Process**

- 7.1. Either party may appeal a decision or action under this contract. The initial appeal is to the MnDOT district engineer and corresponding DPS captain responsible for the location. If the issue cannot be resolved at that level, it may be addressed by the two authorized representatives identified in Section 2 of this contract. A final appeal may be made to the Partnering Executive Group consisting of the Lieutenant Colonel of DPS and the Assistant Commissioner of the Operations Division for MnDOT. They shall jointly agree to a resolution of the dispute. If the two agencies cannot agree on a decision, they may jointly seek a third-party mediation to resolve the dispute. Each party will be responsible for its own costs, if any, related to procuring the mediation service. The mediated decision shall be final.

#### **8. Method of determining square footage for use of space**

- 8.1. The Minnesota Space Measurement Standards (Attachment A) shall be used to determine square footage.
- 8.2. MnDOT shall also provide DPS with a breakdown of MnDOT's determined square footage for space used by DPS in each facility.

#### **9. Terms of Payment**

- 9.1. As rent for MnDOT space described in Attachment A to this contract, DPS shall pay MnDOT based on annual costs stated below:

\$841,974.05: For 7/1/2019 through 6/30/2020

\$850,393.79: For 7/1/2020 through 6/30/2021 (1% increase)

- 9.2. DPS shall pay to MnDOT an annual fee for the use of space, specified in Attachment A in quarterly payments due on the last day of September, December, March, and June of each fiscal year of this contract.
- 9.3. Note: Quarterly payments to MnDOT and the total annual amount for each state fiscal year of this contract are adjustable to actual DPS occupancy dates of space, and shall require an amendment to this contract.
- 9.4. DPS shall make payments, referencing MnDOT contract number, directly to MnDOT, using MnDOT's vendor #20036102300; directing payment to the:  
Minnesota Department of Transportation  
Accounting and Finance Section, MS 215  
395 John Ireland Blvd.  
St. Paul, MN 55155

#### **10. Liability**

- 10.1. Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party shall not be considered an employee of the other party for any purpose.
- 10.2. Each party is solely responsible for its own acts or omissions associated with the use of space administered by the contract. The liability of the MnDOT and DPS is governed by Minnesota State Statute 3.736.

#### **11. Audit**

- 11.1. Under Minnesota Statutes 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of MnDOT and DPS relevant to this contract are subject to examination by MnDOT, DPS and/or the Legislative Auditor for a minimum of six years from the end of this contract.

#### **12. Termination**

- 12.1. This contract may be terminated by either party, with cause, with 90 days written notice to the other party. Upon termination, MnDOT shall be entitled to payment, determined on a pro rate basis, for services provided. DPS shall not be obligated to pay for any services provided after the effective date of termination.
- 12.2. DPS agrees that at the termination of this contract by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the premises to MnDOT in as good condition as when DPS took possession, ordinary wear and damage by the elements excepted. Alternations or fixtures attached to the premises shall remain part thereof and shall not be removed unless MnDOT elects to permit removal.

#### **13. Assignment and Amendments**

- 13.1. *Assignment*: Neither party may assign nor transfer any rights or obligations under this contract without the prior consent of the other party and a fully executed assignment contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 13.2. *Amendments*: Any amendment to this contract shall be in writing and shall not be effective until it has been executed and approved by the same parties who executed the original contract, or their successors in office.

#### **ADDITIONAL PROVISIONS IN AGREEMENT**

##### **Utility Services - Heating/ Cooling/Water /Sewage**

#### **14. MnDOT responsibilities**

- 14.1. MnDOT shall provide utilities including heat, cooling, water and sewer, but excluding telephone, television, fax, Internet/Wi-Fi, and other communication services.

**Heating and Cooling**

- 14.2. The premises identified in Attachment A shall be served by heating and cooling facilities of a sufficient design capacity to maintain the premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by DPS of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the premises. MnDOT shall provide DPS with written instructions defining said optimal use.
- 14.3. For purposes hereof, the acceptable space temperature settings for various space identified in contract are as follows:
- a. Heating temperatures shall be set at the following maximum temperatures during normal working hours:
    - i. 72°F for all occupied areas.
    - ii. Temperature settings for all the above referenced space shall be lowered to 60°F to 62°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
    - iii. 55°F to 60°F for all unoccupied spaces.
  - b. Cooling temperatures shall be set at the following minimum temperatures during normal working hours:
    - i. 75°F for all occupied areas.
    - ii. Temperature settings for all the above referenced space shall be increased to 85°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
  - c. Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

**Ventilation**

- 14.4. Air filters shall be replaced by MnDOT as required by the application and the needs of the system. Unless established to the contrary through interagency contract, air- handling systems shall operate as required to maintain occupied space temperatures.

**Electrical**

- 14.5. MnDOT shall provide the premises identified in contract with electrical facilities of a design capacity sufficient to maintain the premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this contract at the discretion of MnDOT. DPS-owned equipment, purchased and installed by DPS, or purchased and installed on behalf of DPS through a major construction or renovation project and/or DPS's need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of DPS at DPS's cost. All DPS equipment installation is to be approved in accordance with the provisions of this contract with MnDOT to ensure proper installation and power equipment.
- a. MnDOT shall provide electrical power for DPS. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and MnDOT cannot guarantee continuous availability. If DPS has a need for continuous, uninterruptible, or specific power quality needs, it shall be DPS's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment shall be approved by MnDOT.
  - b. MnDOT is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and shall be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions shall vary between buildings due to the size of the building and the amount of equipment within the building. In coordination with

DPS and where practical, MnDOT shall strive to not disrupt DPS activities. If needed, MnDOT may schedule work during "off hours," nights and weekends in an effort to minimize disruption to DPS activities at the same time working within the limitations of available manpower and available equipment.

In the event of an emergency situation MnDOT reserves the right to interrupt electrical services as required during normal business hours.

- c. For non-scheduled power outages, every effort shall be made by MnDOT to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

## **Use of Space**

### **15. DPS Responsibilities**

- 15.1. DPS agrees not to use the premises in this contract in any way which, in the judgment and discretion of MnDOT, poses a hazard to building occupants, the premises or the building in part or whole, nor shall DPS use the premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
- 15.2. DPS agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of MnDOT as storage areas. DPS agrees to consider all common areas in the buildings not located within the premises identified in contract including entrances, lobbies, stairwells and landings as public common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules, Chapter 1235.0100 through Chapter 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space shall apply for the use of such space.
- 15.3. DPS agrees to consider conference rooms not identified as part of the premises in contract and under the custodial control of MnDOT, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by DPS, DPS's staff or private vendor(s) for solicitation or sales. When scheduling conference rooms, DPS agrees to use the MnDOT scheduling tool or calendar, where available.
- 15.4. DPS shall be responsible for maintaining all non-perimeter security devices or sensors on the premises (including panic devices, call boxes, and cameras) installed at their request and for the sole purpose of DPS use. Where applicable, the response protocol for security devices and alarm activation shall be determined at the district level.

## **Regional Contacts and Communication**

### **16. Both MnDOT and DPS**

- 16.1. Each MnDOT District office shall have designated contacts as identified in Sections 4 and 5 of this contract.
  - a. MnDOT's Facility Manager shall coordinate with DPS's key contact person on any work scheduled in a building which could affect building operations.
  - b. MnDOT shall provide notice of these events and DPS shall provide communication to tenants. Reasonable coordination efforts shall be made by MnDOT with DPS's key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

## **Process and Specific Responsibilities for Major Construction or Renovation at Facilities**

### **17. Modifications to the condition of the space**

- 17.1. MnDOT shall contact DPS prior to initiating any work that will modify the condition of the physical and/or operational characteristics of the premises identified in contract. Where plans are required, plans shall be reviewed by DPS or their designee. Implementation of the work shall be performed either by:
  - a. Qualified MnDOT staff, or

- b. Licensed contractor, as authorized by MnDOT, under contract with MnDOT, Said contractor shall follow all applicable codes and licensure requirements.
- 17.2. MnDOT shall include DPS in the scoping process of modifications to the space.
- 17.3. DPS shall contact MnDOT to initiate any work that will affect the physical and/or operational characteristics of the premises in contract. Such work may include but not be limited to: construction, remodeling, renovation, painting, modular furniture, security systems and communication/data cabling.
- 17.4. Process to be followed includes:
- DPS/MSP provides scope of work to the MnDOT District, or directly to the Building Services Section (BSS) for non-district facilities.
- MnDOT District approves and submits scope of work to the BSS in the Office of Maintenance, to determine estimated project cost.
- When required, an application shall be submitted to the Division of Labor and Industry (DOLI) for review.
- b. Projects \$50,000 in value or less.
    - i. Consideration for project funding will be held at the MnDOT District/MSP District level.
    - ii. MnDOT District performs work or hires contractor through local purchasing agent.
    - iii. If the project does not require a plan, the District will only notify BSS prior to commencing work.
    - iv. Projects requiring plans and specifications will be submitted by the District to BSS as a District priority project.
    - v. BSS will schedule the project design based on fiscal year of funding and staff resources, similar to other District priority projects. BSS will provide completed documents to the District to move forward with bidding process.
  - c. Projects greater than \$50,000 but less than \$1.5 million
    - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/MSP and MnDOT that can make financial commitments for their agency).
      - 1. Standard submittal package to include:
        - (a) Project scope
        - (b) Project estimated duration (concept to close out)
        - (c) Preliminary construction estimate (current year)
        - (d) BSS project management/program delivery costs for consultant or in house design and construction administration.
    - ii. Executive Board determines:
      - 1. If the project moves forward.
      - 2. BSS program delivery funding (including funding year)
      - 3. Project construction funding sources (including funding strings and year)
  - d. Projects greater than \$1.5 million
    - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/MSP and MnDOT that can make financial commitments for their agency).
      - 1. Standard submittal package to include:
        - (a) Project scope
        - (b) Project estimated duration (concept to close out)



- (c) Preliminary construction estimate (current year)
  - (d) BSS project management/program delivery costs for consultant or in house design and construction administration.
  - (e) Time, costs and steps needed to work through the State Designer Selection Board (SDSB). The SDSB considers projects with an estimated cost greater than \$2M or a planning project with estimated fees greater than \$200,000.
- ii. Executive Board determines:
    - 1. If the project moves forward
    - 2. Which Agency will make the funding request to the Legislature
    - 3. BSS program delivery funding (based on MnDOT's involvement).

## **Specific Responsibilities for Maintenance, and Minor Construction, Renovation, and Remodeling of Facilities**

### **18. MnDOT Responsibilities**

#### **Maintenance, Construction, Remodeling and Renovation Work**

- 18.1. MnDOT shall inform DPS in writing, of maintenance, construction, and remodeling or renovation work being initiated or coordinated by MnDOT in the premises identified in contract or building. All work shall be in accordance with the Governor's Environmental Sustainability directives.

#### **Carpet Replacement**

- 18.2. MnDOT shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet shall be repaired or replaced at discretion of MnDOT. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed shall be determined by MnDOT. Selection by DPS shall be made from MnDOT sample selections. If DPS desires to replace carpet prior to it reaching its life cycle, MnDOT shall contract, install and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability and uniformity.

#### **Interior Decoration**

- 18.3. MnDOT shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum life cycle of seven (7) years under normal use. Selection shall be made by DPS from MnDOT sample selections. If DPS desires a different type of wall treatment or a different quality of paint, MnDOT shall contract and invoice DPS for the difference in cost. If DPS desires painting prior to the paint reaching its life cycle, MnDOT shall contract, do the work and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity

#### **Window Treatments**

- 18.4. MnDOT shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum life cycle of fifteen (15) years. The determination is to be made at the discretion of MnDOT. Exterior window treatments shall be selected from the State Contract. If DPS chooses to select a different exterior window treatment that is not under State Contract, DPS shall pay-the portion above the-State Contract rate... If DPS desires to replace an exterior window treatment prior to it reaching its life cycle, MnDOT shall contract and invoice DPS. Colors, quality selection, and type shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity. Replacement of any interior window treatments shall be the responsibility of DPS and any related costs shall be borne by DPS.

#### **Ceiling Tiles**

- 18.5. MnDOT shall re place damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of MnDOT.

**Mechanical/Operating Systems and Equipment Repair/Replacement Services**

- 18.6. MnDOT shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are MnDOT-owned and under MnDOT's custodial control.

**Grounds Maintenance Services**

- 18.7. MnDOT shall maintain all entrances, sidewalks and grounds on an as needed basis to ensure safe access and egress. This shall include the following:
- a. Snow and ice removal during normal business hours
  - b. Snow and ice removal to allow for building access for parking needs during off- hours, as able
  - c. Exterior maintenance of turf, shrubs, trees and plants.

**Security Services**

- 18.8. In cooperation with DPS/MSP, MnDOT shall maintain existing building perimeter security devices such as locks, lighting, access control devices and other security devices.

**Signage**

- 18.9. MnDOT shall provide for directory signage located in the public spaces. The quantity and location of directory signage shall be at MnDOT's discretion.

**19. DPS responsibilities**

- 19.1. DPS agrees to inform the MnDOT District Facility Manager in advance of any issues regarding maintenance, construction, renovation, and remodeling. Work shall not proceed until approved in writing by MnDOT
- 19.2. If an issue is not resolved appropriately, DPS may use the appeal process identified in Section 7 of this contract.
- 19.3. Identification in this contract of space for DPS within MnDOT facilities is the responsibility of MnDOT, and shall not be changed by DPS. If DPS contracts for signage with a private vendor, selection shall be coordinated through and approved by MnDOT to ensure appropriate signage and accessible specifications and standards have been met. DPS shall pay for the cost of this signage.

**Custodial Services****20. MnDOT Responsibilities**

The following custodial effort and frequency is the basic level of service provided by

MnDOT; however, it is understood that deviation from this schedule may occur based on available resources and/or extenuating circumstances.

- 20.1. In general, MnDOT shall provide the same level of cleaning for DPS that will be provided for MnDOT employees and their space. This cleaning shall be conducted during the normal work week, Monday through Friday.
- 20.2. Daily cleaning
- a. Clean/sanitize restrooms, showers and locker rooms. To include all fixtures, containers, benches, doors and floors. Restock supplies.
  - b. Clean & mop all hard floors in entrances, lobbies, elevators, stairwells, halls and offices.
  - c. Vacuum carpet in high traffic areas.
  - d. Empty all trash containers and take out material marked as trash.
  - e. Clean and sanitize commons areas to include hand rails, door knobs/pulls/push plates, water fountains, light switches, inside elevators, lunchroom floors, tables, counters/sinks, payphones/directories, and etcetera.
  - f. Spot clean ceiling, walls, floors, doors, windows, furniture and equipment as needed.

- 20.3. Weekly cleaning
  - a. Vacuum carpet in all areas, spot clean as needed. Sweep and mop all stair risers.
  - b. Dust common areas.
  - c. Buff/burnish hard floors, refinish as needed.
- 20.4. Semi-annual cleaning
  - a. Clean HVAC supply and return grills.
  - b. Wash windows in/out.
- 20.5. Annual cleaning
  - a. Shampoo carpets.

## **21. DPS Responsibilities**

- 21.1. DPS shall be responsible for custodial services at DPS designated space at travel information centers and rest areas.
- 21.2. DPS shall be responsible for custodial services at weigh stations not identified in Attachment A

## **Recycling, Energy Efficiency and Sustainability**

### **22. MnDOT responsibilities**

- 22.1. Minnesota believes in the value of recycling and MnDOT shall provide recycling service at each location.

### **23. DPS responsibilities**

- 23.1. DPS agrees to observe reasonable precautions to prevent waste and conserve energy and natural resources by use of settings as determined by MnDOT for thermostats, vents, appliances, lights and climate control devices such as window treatments. DPS agrees to follow all Governor, MnDOT, or District policy regarding energy use. MnDOT may provide DPS with instructions defining said optimal use.
- 23.2. DPS is responsible for all of their confidential recycling.

## **Insurance and Fire Suppression**

### **24. MnDOT responsibilities**

- 24.1. MnDOT insures the building structures only, each party is responsible for its own fixtures, equipment, computers, radios, personal property, and other contents in any building.
- 24.2. MnDOT shall provide preventive maintenance, repair and replacement and annual testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements within the buildings that are MnDOT owned.

## **Liability and Personal Property**

### **25. DPS Responsibilities**

- 25.1. DPS is responsible for agency owned equipment and office furniture. Disposal shall be at DPS's expense.
- 25.2. All DPS owned and furnished equipment shall be DPS's responsibility to maintain, repair and inspect. DPS to be responsible for any cost of repairs to the building and building components resulting from DPS owned equipment failure.
- 25.3. UL certified appliances such as, but not limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by MnDOT.
- 25.4. DPS shall be responsible for all costs related to environmental and/or other clean -up costs caused by DPS activities or functions. This includes clean up caused by, but not limited to, interior or exterior storage of state owned vehicles, confiscated vehicles, batteries, drugs and equipment on MnDOT property or any pollutant, contaminant, or hazardous substance brought onto, stored, or disposed of on MnDOT property. No pollutant, contaminant, or hazardous substance will be introduced into

MnDOT's waste stream without express written (email or otherwise) consent of MnDOT's District Facilities Manager.

- 25.5. DPS is responsible for the clean-up and related costs for any damage done to MnDOT furnishings, equipment and MnDOT employee personal property arising from DPS's misuse or neglect of the provisions in this contract.

**26. MnDOT Responsibilities**

- 26.1. MnDOT is responsible for the clean-up and related costs for any damage done to DPS furnishings, equipment and DPS employee personal property arising from MnDOT's misuse or neglect of the provisions in this contract. MnDOT will follow established MnDOT practices and processes for storing, handling, and disposing of pollutants, contaminants, and hazardous substances.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]**

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Approved \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 5/21/2020

DocuSigned by:  
*Rochelle Schrofer*  
1BB18A04C5DD4E1...

MINNESOTA DEPARTMENT OF TRANSPORTATION

Approved \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION

By: \_\_\_\_\_  
Date: 5/21/2020  
SWIFT Contract No. \_\_\_\_\_  
Purchase Order ID No. \_\_\_\_\_

DocuSigned by:  
*Susan K. Lee*  
09C0E1118AFD4C5...

MNDOT CONTRACT MANAGEMENT

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



**Minnesota Space Measurement Standards****USABLE SQUARE FEET**

1. Definition The Leased Premises is defined as the total usable square feet exclusively occupied by LESSEE and is the basis for calculation of rent payable hereunder.
2. Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
3. Exclusions and Deductions Excluded from the usable square feet measurement are:
  - a. vertical shafts,
  - b. elevators,
  - c. stairwells,
  - d. dock areas,
  - e. mechanical, utility and janitor rooms,
  - f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants; '
  - g. each and every column and/or pilaster within the Leased Premises of four (4) square feet or more; and
  - h. each and every column and/or pilaster attached to the exterior or demising wall within the Leased Premises.

## **Space Measurement Standards for Non-Office Type Space**

### **Yard Space**

1. Any area fenced in for the sole use by MSP will be considered as usable space. This space should be measured from the inside post at each corner of the area. The opposing side measurements will be averaged, the resulting values will be multiplied by each other and the result will be the square footage of the fenced in area. If the area is not a rectangle or square, the area may need to be surveyed to get the proper area.
2. For non-fenced areas used by MSP the area to be used for the contract will be an area mutually agreed to by MnDOT and MSP. The area to be used will be marked out on a site plan in the approximate location to be used and will be kept on record in the BSS office.

### **Parking Spaces**

1. Outdoor parking stalls designated and signed as MSP only will be assigned an area of 210 sq. ft. per space.
2. Indoor parking stalls used by MSP will be assigned an area of 180 sq. ft.

### **Miscellaneous Storage Space**

1. Any storage space within a MnDOT building will be measured on the drawing for that building. These measurements will be done following as close as possible the Department of Administration guidelines for usable square feet, realizing that they were developed for office type space. These storage space sizes should be mutually agreed to by MnDOT and MSP.

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.		Charged	Not Charged
District 1					
Duluth HQ - T7910090221					
Office Space	MSP2700	4,029	Includes Old dispatch space of 660 sq. ft./ Reduced space of 4286 by 257 sq. ft. with removal of lunch/conference room Revised 12/6/2013.	3,369	660
Heated Storage	MSP2700	720	Incr. from 540 12/6/2013(4 Parking spaces)	720	
Cold storage	MSP2700				
Yard Storage	MSP2700				
Secured Yard Storage	MSP2700	39,108		39,108	
Parking Space	MSP2700	11			11
Virginia HQ - T7915090123					
Office Space	MSP3100	4,796	Includes Old dispatch space of 1522 sq. ft. figures revised upward by 9sq ft to reflect Archibus figures.	3,274	1,522
Heated Storage					
Cold storage					
Yard Storage	MSP3100	11,000		11,000	
Secured Yard Storage					
Parking Space	MSP3100	14			14
Carlton S.B. 35 - T7910090284					
Office Space	MSP2700	352		352	
Office Space	CV4750	459	Rest of building 374 sq. ft. restrooms and mechanical		459
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Thompson Hill Patrol Building - T7910092141					
Office Space	MSP2700	1,561			1,561
Heated Storage	MSP2700	983	attached garage		983
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2700	3			3
Saginaw Scale - T7910092125					
Office Space	CV4750	866	Changed from 844 to match Archibus drawing total 1/24/14		866
Heated Storage	CV4750	818	Changed from 801 to match Archibus drawing total 1/24/14		818
Cold storage - T7910090216	CV4750	175			175
Cold storage - T7910090216	MSP2700	384	Garage- T7910090216		384
Yard Storage					
Secured Yard Storage					
Parking Space					
Kettle River Rest Area - T7910095105					
Office Space	MSP2700	132			132
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
General Andrews Rest Area - T7910095106					
Office Space	MSP2700	132			132
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2700/MSP3100	11,002	MSP2700 - 6206   MSP3100 - 4796	6,995	4,007
Heated Storage	MSP2700	1,703		720	983
Cold storage	MSP2700	384			384
Yard Storage	MSP3100	11,000		11,000	
Secured Yard Storage	MSP2700	39,108		39,108	
Parking Space	MSP2700/MSP3100	28	MSP2700 - 14   MSP3100 - 14		28
Office Space	CV4750	1,325			1,325
Heated Storage	CV4750	818			818
Cold storage	CV4750	175			175
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 2					
Bemidji HQ - T7920090330					
Office Space	MSP3200	375		375	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP3200	2			2
Thief River Falls TS - T7920090533					
Office Space	MSP3200	3,280		3280	
Heated Storage	MSP3200	1,571		1571	
Cold storage					
Yard Storage	MSP3200	22,500		22500	
Secured Yard Storage					
Parking Space					
Ada TS - T7920090517					
Office Space	MSP3200	141		141	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Bagley TS - T7920090317					
Office Space	MSP3200	412			412
Heated Storage	MSP3200	1,471	No charge per an agreement		1471
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Hallock TS - T7920090516					
Office Space	MSP3200	142		142	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Roseau TS - T7920090536					
Office Space					
Heated Storage	MSP3200	100	Approx. - no charge		100
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Erskine Scale - T7925092042					
Office Space	CV4770	1,266	Lowered from 1278 to match Archibus figure		1266
Heated Storage	CV4770	938	Raised from 935 to match Archibus		938
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP3200	4,350		3938	412
Heated Storage	MSP3200	3,042	Minus 1571 sq. ft. no charge per agreements	1571	1571
Yard Storage	MSP3200	22,500		22500	
Parking Space	MSP3200	2			2
Office Space	CV4770	1,266			1266
Heated Storage	CV4770	938			938

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 3A					
Baxter HQ - T7930090443					
Office Space	MSP2800	4,095	Revised from 5107 sq ft 12/3/2013	4095	
Heated Storage	MSP2800	491	Garage area in HQ Building	491	
Cold storage - T7930090451	MSP2800	980	Building #90451	980	
Yard Storage	MSP2800	2,000		2000	
Secured Yard Storage					
Parking Space	MSP2800	10			10
Area of Patrol Lot	MSP2800	19418			19418
Wadena TS - T7930090450					
Office Space	MSP2900	152		152	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Brainerd Lakes Welcome Center - T7930095312					
Office Space	MSP2800	345			345
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2900/MSP2800	4,592	MSP2800 - 4440   MSP2900 - 152	4247	345
Heated Storage	MSP2800	491		491	
Cold storage	MSP2800	980		980	
Yard Storage	MSP2800	2,000		2000	
Secured Yard Storage					
Parking Space	MSP2800	10			10
Area of Patrol Lot	MSP2800	19418			19418



Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 3B					
St Coud HQ - T7935090735					
Office Space	MSP2600	6,502	Old dispatch space of 1192 sq. ft. is not included. Revised down from 5423 to 5310 from archibus actual 12/27/2013	5,310	1,192
Heated Storage					
Cold storage	MSP2600	4,183	#90775 - 2684 sq. ft. and #90786(DNR) - 1288 sq. ft. #90787 Patrol Post Building - 211 sq. ft.	4,183	
Yard Storage	MSP2600	16,010		16,010	
Secured Yard Storage	MSP2600	10,090		10,090	
Parking Space					
Buffalo TS - T7935090753					
Office Space					
Heated Storage	MSP2600	172	On mezzanine. No charge by agreement??		172
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Monticello TS - T7935090742					
Office Space					
Heated Storage					
Cold storage					
Yard Storage	MSP2600	540	Proposed Command Vehicle Parking		540
Secured Yard Storage					
Parking Space	MSP2600	1			1
Central Minnesota TIC - T7935095360					
Office Space	MSP2600	99			99
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Enfield Rest Area - T7935095354					
Office Space	MSP2600	121			121
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Sauk Centre TS - T7935090772					
Office Space	MSP2600	121		121	
Heated Storage	MSP2600	170		170	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2600	1			1
Totals					
Office Space	MSP2600	6,843		5,431	1,412
Heated Storage	MSP2600	342		170	172
Cold storage	MSP2600	4,183		4,183	
Yard Storage	MSP2600	16,550		16,010	540
Secured Yard Storage	MSP2600	10,090		10,090	
Parking Space	MSP2600	2			2

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 4					
Detroit Lakes HQ - T7940090616					
Office Space	MSP2900	5,598	Includes Old dispatch space of 1244 sq. ft. Revised old dispatch space to 1239 and patrol space to 4359 for a total of 5598. 12/31/2013	4359	1239
Heated Storage	MSP2900	1,578	2 rooms totaling 2034 sq. ft. shared with MnDOT 50/50, Patrols portion of the 2 rooms is 1017 sq. ft. Patrol also has a room of 561 sq. ft. Their total of Heated storage is 1578 sq. ft.	1578	
Cold storage - T7940090638	MSP2900	300	Bldg. #90638	300	
Yard Storage	MSP2900	7,500		7500	
Secured Yard Storage					
Parking Space					
Morris HQ - T7945090820					
Office Space	MSP2600	114		114	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Alexandria TS - T7945090818					
Office Space	MSP2900	216	On mezzanine	216	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Fergus Falls TS - T7940090615					
Office Space	MSP2900	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Red River Weigh Scale - T7940092054					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2900/MSP2600	6,112	MSP2600 - 114 MSP2900 - 4759	4873	1239
Heated Storage	SP	1,578		1578	
Cold storage	SP	300		300	
Yard Storage	SP	7,500		7500	
Secured Yard Storage					
Parking Space					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 6A					
Rochester HQ - T7960091225					
Office Space	MSP2100	4,954	3845 sq. ft. of Patrol Office space, Dispatch space of 841 sq. ft. and 268 sq. ft. of Office space for dispatch supervisors	4,113	841
Heated Storage	MSP2100	353		353	
Cold storage - T7960091259	MSP2100	1,386	#91259	1,386	
Yard Storage	MSP2100	14,400		14,400	
Secured Yard Storage					
Parking Space	MSP2100	3	May change after remodel		3
Preston TS - T7960091216					
Office Space	MSP2100	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Winona TS - T7960091218					
Office Space	MSP2100	211		211	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2100	5,349		4,508	841
Heated Storage	MSP2100	353		353	
Cold storage	MSP2100	1,386		1,386	
Yard Storage	MSP2100	14,400		14,400	
Secured Yard Storage					
Parking Space	MSP2100	3			3

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 6B					
Owatonna HQ - T7965091327					
Office Space	MSP2100	563		563	
Heated Storage					
Cold storage - T7965091347	MSP2100	300		300	
Yard Storage					
Secured Yard Storage	MSP2100	10,277		10,277	
Parking Space	MSP2100	3			3
Albert Lea TS - T796509132719					
Office Space	MSP2100	372		372	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Red Wing TS - T7965091354					
Office Space	MSP2100	148		148	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2100	1,083		1,083	
Heated Storage					
Cold storage	MSP2100	300		300	
Yard Storage					
Secured Yard Storage	MSP2100	10,277		10,277	
Parking Space	MSP2100	3			3

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 7E					
Mankato HQ - T7965091445					
Office Space	MSP2200	6,695	Revised from 6700 to match Archibus	6,695	
Heated Storage					
Cold storage					
Yard Storage	MSP2200	9,600		9,600	
Secured Yard Storage					
Parking Space	MSP2200	4			4
Totals					
Office Space	MSP2200	6,695		6,695	
Heated Storage					
Cold storage					
Yard Storage	MSP2200	9,600		9,600	
Secured Yard Storage					
Parking Space	MSP2200	4			4



Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 7W					
Windom HQ - T7975091445					
Office Space	MSP2300	252		252	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2300	1			1
Luverne TS - T7975091609					
Office Space	MSP2300	55	2 desks in a shared office area	55	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St James TS - T7975091632					
Office Space	MSP2200	170	Revised from 172 to match Archibus	170	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Worthington Weigh Scale - T7975092119					
Office Space	CV4720	700	revised 1/2/14 to match Archibus		700
Heated Storage	CV4720	679	revised 1/2/14 to match Archibus		679
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Jackson Truck Station - T7965091616					
Office Space					
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space			1 Parking space????? See MSP Space and 1 Location report		1
Totals					
Office Space	MSP2200/MSP2300	477	MSP2300 - 307   MSP2200 - 172	477	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2200/MSP2300	2	1 each		2
Office Space	CV4720	700			700
Heated Storage	CV4720	679			679
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 8					
Marshall HQ - T7980091523					
Office Space	SP	3,482		3,482	
Heated Storage	SP	180		180	
Cold storage					
Yard Storage	SP	6,000	Old agreement said 3000	6,000	
Secured Yard Storage					
Parking Space	SP	3			3
Patrol Parking Lot	SP	10,871			10,871
Hutchinson TS - T7980091030					
Office Space	SP	283		283	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Pipestone TS - T7980091542					
Office Space	SP	253		253	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	SP	4,018		4,018	
Heated Storage	SP	180		180	
Cold storage					
Yard Storage	SP	6,000		6,000	
Secured Yard Storage					
Parking Space	SP	3			3
Patrol Parking Lot	SP	10,871			10,871

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District Metro					
Golden Valley HQ - T7990090931					
Office Space - T7990090938	MSP2500	4,741	Patrol stand alone bldg on Golden Valley Site revised from 4560 after physically measuring the building. Previous agreement had it at 5334	4,741	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852	Reduced from 33900 after discussion with Capt. Brynell, will move impound cars into the smaller area.		21,852
Office Space - T7990090931	ISS	2,922	MnDOT Main HQ Building	2,922	
Heated Storage					
Cold storage					
Yard Storage	ISS	100	reduced from 2328 sq ft, only two small trailers stored here, will move if space is needed. No charge by agreement		100
Secured Yard Storage					
Parking Space	ISS	4	Noticed signed spots when visiting site		4
Patrol Parking Lot					
Oakdale HQ - T7990091138					
Office Space	MSP2400	2,831	reduced from 2837 to match Archibus	2,831	
Heated Storage					
Cold storage - T7990091166	MSP2400	1,781	reduced from 2000 to match Archibus and remeasuring in person 1/7/14	1,781	
Yard Storage					
Secured Yard Storage					
Parking Space					
Parking Lot	MSP2400	6,882			6,882
RTMC - T7990091195					
Office Space	SP	1,465	In another agreement? Not charged in this agreement. Revised to 1465 per Archibus	1,465	
Heated Storage	SP	360	2 spaces in heated garage	360	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maple Grove TS - T7990090992					
Office Space	MSP2500	98	revised from 96 to match archibus 1/8/14		98
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maplewood TS - T7990091117					
Office Space	SP				
Heated Storage		180	Antique Squad Car( 180 is a standard for indoor parking)		180
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Chaska TS - T7990090926					
Office Space	MSP2500	101			101
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Maryland Ave TS - T7990091165					
Office Space	MSP2400	140		140	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Daytonport Weigh Scale - T7990092139					
Office Space	CV4730	565			565
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
First Building - T7990090906					
Office Space	MSP2400	821	Revised upward from 791 to match Archibus 1/8/14	821	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Elm Creek Rest Area - T7990095500					
Office Space	MSP2500	189			189
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St Croix Rest Area - T7990095903					
Office Space	MSP2400	427			427
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St Croix Weigh Scale - T7990092129					
Office Space	CV4730	1,389			1,389
Heated Storage	CV4730	1,330			1,330
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
SEE METRO DISTRICT TOTALS NEXT PAGE					

METRO DISTRICT TOTALS					
Totals					
Office Space	MSP2400	4,219		3,792	427
Heated Storage	MSP2400	180			180
Cold storage	MSP2400	1,781		1,781	
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2400	6,882			6,882
Office Space	MSP2500	5,129		4,741	388
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852			21,852
Office Space	ISS2000	2,922		2,922	
Heated Storage					
Cold storage					
Yard Storage	ISS2000	100			100
Secured Yard Storage					
Parking Space	ISS2000	4			4
Office Space	CV4730	1,954			1,954
Heated Storage	CV4730	1,330			1,330
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Office Space	RTMC	1,465	Another agreement will cover this space		
Heated Storage	RTMC	360	Another agreement will cover this space		
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					



Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 10					
Arden Hills Training Center					
Office Space	SP	4,305	Revised from 4303 to match Archibus	4,305	
Heated Storage		0			
Cold storage	SP	497		497	
Yard Storage		0			
Secured Yard Storage		0			
Parking Space		0			

Minnesota Department of Transportation				
Space Location and Type	Who	Total Space Occupied	Charged in Previous Agreement	Not Charged in Previous Agreement
Statewide Totals				
Office Space	SP	64,174	55,103	9,071
Heated Storage	SP	7,869	5,063	1923
Cold storage	SP	9,811	9,427	384
Yard Storage	SP	89,550	89,010	540
Secured Yard Storage	SP	59,475	59,475	
Parking Space	SP	57		57
Patrol Parking Lot	SP	59,023		59,023
Office Space	ISS-charged/RTMC- other agreement	4,387	2,922	1,465
Heated Storage	RTMC	360		360
Cold storage				
Yard Storage	ISS	100		100
Secured Yard Storage				
Parking Space	ISS	4		4
Patrol Parking Lot				
Office Space	CV	7,746		7,746
Heated Storage	CV	5,910		5,910
Cold storage	CV	175		175
Yard Storage				
Secured Yard Storage				
Parking Space				
Patrol Parking Lot				



MnDOT Contract #: 1034358

**AMENDMENT # 01 TO MnDOT INTERAGENCY PARTNERSHIP #: 1034358.**

Contract Start Date:	07/01/2019	Original Contract Amount:	\$1,692,367.84
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2021	Current Amendment Amount:	\$0.00
		Current Contract Total:	\$1,692,367.84

---

 Project Identification: DPS State Patrol, Use of Space

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety (DPS) State Patrol Division (MSP).

**Recitals**

- 
1. MnDOT has a contract with DPS identified as MnDOT Contract No. 1034358 ("Original Contract") to provide for use of MnDOT space by DPS/MSP.
  2. The contract is being amended to include an attachment B.
  3. The State and the Contractor are willing to amend the Original Contract as stated below.

**Contract Amendment**


---

 In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1.** Section 1.5 is added to the Original Contract as follows:

1.5 *Attachment B*: Attachment B is attached and incorporated into this contract.

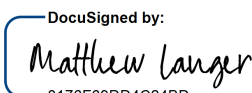
The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

MnDOT Contract #: 1034358

**MINNESOTA DEPARTMENT OF PUBLIC SAFETY**

**MINNESOTA DEPARTMENT OF TRANSPORTATION**

By:  \_\_\_\_\_  
Title: Colonel, Chief of Minnesota State Patrol \_\_\_\_\_  
Date: 8/6/2020 \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

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

## Attachment B

The parties acknowledge that the MSP leases space in MnDOT facilities and uses MnDOT services, including office cleaning and maintenance.

The Federal Bureau of Investigation (FBI) provides a number of systems and services for use by criminal justice agencies around the country for criminal justice purposes. The FBI has adopted the Criminal Justice Information Services (CJIS) Security Policy (Security Policy) that sets for a number of requirements that criminal justice agencies must meet. A copy of the most current version of the Security Policy is available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center/view>.

The Security Policy requires that MnDOT and MSP include this Attachment B, because the MnDOT space that MSP leases is used for a criminal justice function and because MnDOT is a non-criminal-justice agency (NCJA).

MSP has the authority, via managed control, to set, maintain, and enforce:

- (1) Priorities regarding the security and use of CJIS and Criminal Justice Information.
- (2) Standards for the selection, supervision, and removal of personnel access to MSP systems or Criminal Justice Information (CJI).
- (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (4) Restriction of unauthorized personnel, as determined by the MSP, from access to MSP physical locations or use of equipment accessing MSP network, systems, or services.
- (5) Compliance with all rules, regulations, and policies of MSP and the CJIS Security Policy in the operation of all information received. This includes a requirement to be audited as provided in these policies and rules.

To demonstrate that the Security Policy requirements for management and control have been met, the parties will use the following activities and measures:

- (A) MSP will maintain management control of the space that MSP leases.
- (B) When building entrances are shared, MSP maintains management control of MSP use.
- (C) In shared physical space such as the dispatch floor at Water's Edge in Roseville, information systems and documents containing CJI will be positioned in such way as to prevent unauthorized individuals from access and view. MSP will take appropriate precautions to prevent the unauthorized view or access of CJI.
- (D) MSP staff will not leave any MSP physical secure location unsecured.
- (E) MnDOT staff will not enter any MSP physically secure space unescorted.

This agreement covers the overall supervision of all MSP physical spaces, systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any MSP system to include NCIC Programs that may be subsequently designed and/or implemented within the MSP.

To ensure that all provisions of this Agreement are being met, the Authorized Representatives will meet on an annual basis. All policy, operational, and change issues may be discussed at these meetings and all meetings will be documented.



**AMENDMENT # 02 TO MnDOT INTERAGENCY PARTNERSHIP #: 1034358.**

Contract Start Date:	07/01/2019	Original Contract Amount:	\$1,692,367.84
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2023	Current Amendment Amount:	\$1,726,384.44
		Current Contract Total:	\$3,418,752.28

**Project Identification: DPS State Patrol, Use of Space**

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS") State Patrol Division (MSP).

**Recitals**

1. MnDOT has a contract with DPS identified as MnDOT Contract No. 1034358 ("Original Contract") to provide for use of MnDOT space by DPS/MSP.
2. The contract is being amended to add time, add rent for additional time and change MnDOT's Authorized Representative.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

**Contract Amendment**

In this Amendment deleted contract terms will be ~~struck-out~~ and the added contract terms will be underlined.

**REVISION 1.** Section 1. **Term of Contract; Attachment**, subsections 1.3 and 1.4 are deleted and replaced in their entirety as follows:

- 1.3. *Expiration date:* June 30, 2023, or until terminated, whichever occurs first.
- 1.4 Attachment A1: Attachment A1 is attached and incorporated.

**REVISION 2.** Section 2. **Authorized Representatives**, subsection 2.1 is deleted and replaced in its entirety as follows:

- 2.1. MnDOT's authorized representative for purposes of administering this contract is Steven Lund, State Maintenance Engineer, Office of Maintenance, 395 John Ireland Blvd, MS 715, 651-366-3566, [steven.lund@state.mn.us](mailto:steven.lund@state.mn.us) or successor.

**REVISION 3.** Section 3. **Space Use Attachment** subsection 3.1 is amended as follows:

- 3.1. Attachment A1 ("Attachment"), which is attached and incorporated into this contract by reference, lists each MnDOT district, location, space (square footage), who occupies space, space type, historical rental rate, and space charged for and not charged for by MnDOT. Additionally, this Attachment will define space types and measurement standards.

**REVISION 4.** Section 3. **Space Use Attachment** subsection 3.8 is amended as follows:

- 3.8. MnDOT will not provide custodial services to MSP space in MnDOT Truck stations ~~or weigh scale buildings~~ that are located in non-headquarter locations (typically locations other than the A/B district headquarter buildings).

**REVISION 5.** Section 8. **Method of determining square footage for use of space** subsection 8.1 is amended as follows:

- 8.1. The Minnesota Space Measurement Standards (Attachment A1) shall be used to determine square footage.

**REVISION 6.** Section 9. **Terms of Payment** subsections 9.1 and 9.2 are amended as follows:

- 9.1. As rent for MnDOT space described in Attachment A<sup>1</sup> to this contract, DPS shall pay MnDOT based on annual costs stated below:  
\$841,974.05: For 7/1/2019 through 6/30/2020  
\$850,393.79: For 7/1/2020 through 6/30/2021 (1% increase)  
\$858,897.73: For 7/1/2021 through 6/30/2022 (1% increase)  
\$867,486.71: For 7/1/2022 through 6/30/2023 (1% increase)
- 9.2. DPS shall pay to MnDOT an annual fee for the use of space, specified in Attachment A<sup>1</sup> in quarterly payments due on the last day of September, December, March, and June of each fiscal year of this contract.

**REVISION 7.** Section 14. **MnDOT Responsibilities** subsection 14.2 is amended as follows:

- 14.2. The premises identified in Attachment A<sup>1</sup> shall be served by heating and cooling facilities of a sufficient design capacity to maintain the premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by DPS of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the premises. MnDOT shall provide DPS with written instructions defining said optimal use.

**REVISION 8.** Section 20. **MnDOT Responsibilities** subsections 20.6., and 20.7. are added as follows:

- 20.6. MnDOT shall be responsible for custodial services at designated weigh stations where identified in Attachment A<sup>1</sup>.
- 20.7. Due to their limited hours of operation, MnDOT will not provide custodial service to non-primary weigh station buildings (primary weigh stations are identified in Attachment A<sup>1</sup>).

**REVISION 9.** Section 21. **DPS Responsibilities** subsection 21.2 is amended as follows:

- 21.2. DPS shall be responsible for custodial services at weigh stations not identified in Attachment A<sup>1</sup>

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

**MINNESOTA DEPARTMENT OF PUBLIC SAFETY**

By: \_\_\_\_\_

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

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

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

**DPS ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

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

SWIFT Contract # \_\_\_\_\_

SWIFT Purchase Order # \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

Date: 06/08/2021

Attachment A1 - Use of Space Agreement

**Minnesota Space Measurement Standards****USABLE SQUARE FEET**

1. **Definition** The Leased Premises is defined as the total usable square feet exclusively occupied by LESSEE and is the basis for calculation of rent payable hereunder.
2. **Measurement Method** Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
3. **Exclusions and Deductions** Excluded from the usable square feet measurement are:
  - a. vertical shafts,
  - b. elevators,
  - c. stairwells,
  - d. dock areas,
  - e. mechanical, utility and janitor rooms,
  - f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
  - g. each and every column and/or pilaster within the Leased Premises of four (4) square feet or more; and
  - h. each and every column and/or pilaster attached to the exterior or demising wall within the Leased Premises.

**Space Measurement Standards for Non-Office Type Space****Yard Space**

1. Any area fenced in for the sole use by MSP will be considered as secured yard storage. This space should be measured from the inside post at each corner of the area. The opposing side measurements will be averaged, the resulting values will be multiplied by each other and the result will be the square footage of the fenced in area. If the area is not a rectangle or square, the area may need to be surveyed to get the proper area.
2. For non-fenced areas, within MnDOT secured yard area, used by MSP the area to be used for the contract will be an area mutually agreed to by MnDOT and MSP. The area to be used will be marked out on a site plan in the approximate location to be used and will be kept on record in the BSS office and will be counted as yard storage.

**Parking Spaces**

1. Outdoor parking stalls designated and signed as MSP only will be assigned an area of 210 sq. ft. per space.
2. Indoor parking stalls used by MSP will be assigned an area of 180 sq. ft.

**Miscellaneous Storage Space**

1. Any storage space within a MnDOT building will be measured on the drawing for that building. These measurements will be done following as close as possible the Department of Administration guidelines for usable square feet, realizing that they were developed for office type space. These storage space sizes should be mutually agreed to by MnDOT and MSP.

**PRIMARY WEIGH SCALES**

DISTRICT	NAME	BUILDING NUMBER	CITY, STATE ZIP
District 1	Saginaw Weigh Scale	T7910092125	Saginaw, MN 55779
District 1	Carlton/Black Bear Weigh Scale	T7910092200	Carlton, MN 55718
District 2	Erskine Weigh Scale	T7910092125	Erskine, MN 56535
District 4	Red River Weigh Scale	T7940092054	Dilworth, MN 56529
District 6B	Clark's Grove Weigh Scale	T7940092	Clark's Grove, MN 56016
District 7W	Worthington Weigh Scale	T7975092119	Worthington, MN 56187
Metro District	Daytonport Weigh Scale	T7990092139	Elk River, MN 55303
	St Croix Weigh Scale	T7990092129	West Lakeland Twnshp, MN 55082
	Forest Lake(Columbus)Weigh	T7990092146	Columbus Twshp, MN 55025
	Scale		



Minnesota Department of Transportation		
Space Location and Type	Who	SQ. FT. Used
District 1		
Duluth HQ - T7910090221		
Office Space	MSP2700	4,286
Heated Storage	MSP2700	720
Cold storage	MSP2700	
Yard Storage	MSP2700	
Secured Yard Storage	MSP2700	39,108
Parking Space	MSP2700	11
Virginia HQ - T7915090123		
Office Space	MSP3100	3,274
Heated Storage		
Cold storage		
Yard Storage	MSP3100	11,250
Secured Yard Storage		
Parking Space	MSP3100	14
Carlton S.B. 35 - T7910090284		
Office Space	MSP2700	352
Office Space	CV4750	459
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Thompson Hill Patrol Building - T7910092141		
Office Space	MSP2700	1,561
Heated Storage	MSP2700	983
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space	MSP2700	3
Saginaw Scale - T7910092125		
Office Space	CV4750	866
Heated Storage	CV4750	818
Cold storage - T7910090216	CV4750	175
Cold storage - T7910090216	MSP2700	384
Yard Storage		
Secured Yard Storage		
Parking Space		
Kettle River Rest Area - T7910095105		
Office Space	MSP2700	132
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
General Andrews Rest Area - T7910095106		
Office Space	MSP2700	132
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Carlton NB I35 Scale - T7910092200		
Office Space	CV4750	332
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
W		
Totals		
Office Space	MSP2700/MSP3100	9,737
Heated Storage	MSP2700	1,703
Cold storage	MSP2700	384
Yard Storage	MSP3100	11,250
Secured Yard Storage	MSP2700	39,108
Parking Space	MSP2700/MSP3100	28
Office Space	CV4750	1,657
Heated Storage	CV4750	818
Cold storage	CV4750	175
Yard Storage		
Secured Yard Storage		
Parking Space		

Minnesota Department of Transportation		
Space Location and Type	Who	SQ. FT. Used
District 2		
Bemidji HQ - T7920090330		
Office Space	MSP3200	375
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space	MSP3200	2
Thief River Falls TS - T7920090533		
Office Space	MSP3200	3,280
Heated Storage	MSP3200	1,571
Cold storage		
Yard Storage	MSP3200	22,500
Secured Yard Storage		
Parking Space		
Ada TS - T7920090517		
Office Space	MSP3200	141
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Bagley TS - T7920090317		
Office Space	MSP3200	412
Heated Storage	MSP3200	1,471
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Hallock TS - T7920090516		
Office Space	MSP3200	142
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Roseau TS - T7920090536		
Office Space	MSP3200	195
Heated Storage	MSP3200	100
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Erskine Scale - T7925092042		
Office Space	CV4770	1,266
Heated Storage	CV4770	938
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Walker TS - T7920090342		
Office Space	MSP3200	135
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Crookston HQ - T7920090530		
Office Space	MSP3200	102
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Totals		
Office Space	MSP3200	4,782
Heated Storage	MSP3200	3,142
Yard Storage	MSP3200	22,500
Parking Space	MSP3200	2
Office Space	CV4770	1,266
Heated Storage	CV4770	938

Minnesota Department of Transportation		
Space Location and Type	Who	SQ. FT. Used
District 3A		
Baxter HQ - T7930090443		
Office Space	MSP2800	4,095
Heated Storage	MSP2800	491
Cold storage - T7930090451	MSP2800	980
Yard Storage	MSP2800	2,000
Secured Yard Storage		
Parking Space	MSP2800	10
Area of Patrol Lot	MSP2800	19418
Wadena TS - T7930090450		
Office Space	MSP2900	152
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Brainerd Lakes Welcome Center - T7930095312		
Office Space	MSP2800	345
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Totals		
Office Space	MSP2900/MSP2800	4,592
Heated Storage	MSP2800	491
Cold storage	MSP2800	980
Yard Storage	MSP2800	2,000
Secured Yard Storage		
Parking Space	MSP2800	10
Area of Patrol Lot	MSP2800	19,418

Minnesota Department of Transportation						
Space Location and Type	Who	SQ. FT. Used				
District 3B						
St Coud HQ - T7935090735						
Office Space	MSP2600	6,502				
Heated Storage						
Cold storage	MSP2600	4,183				
Yard Storage	MSP2600	16,010				
Secured Yard Storage	MSP2600	10,090				
Parking Space						
Buffalo TS - T7935090753						
Office Space						
Heated Storage	MSP2600	172				
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Monticello TS - T7935090742						
Office Space						
Heated Storage						
Cold storage						
Yard Storage	MSP2600	540				
Secured Yard Storage						
Parking Space	MSP2600	1				
Central Minnesota TIC - T7935095360						
Office Space	MSP2600	99				
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Sauk Centre TS - T7935090772						
Office Space	MSP2600	121				
Heated Storage	MSP2600	170				
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space	MSP2600	1				
Totals					D3 TOTALS	
Office Space	MSP2600	6,722			Office Space	11,314
Heated Storage	MSP2600	342			Heated Storage	833
Cold storage	MSP2600	4,183			Cold storage	5,163
Yard Storage	MSP2600	16,550			Yard Storage	18,550
Secured Yard Storage	MSP2600	10,090			Secured Yard Storage	10,090
Parking Space	MSP2600	2			Parking Space	12
					Area of Patrol Lot	19,418

Minnesota Department of Transportation		
Space Location and Type	Who	SQ. FT. Used
District 4		
Detroit Lakes HQ - T7940090616		
Office Space	MSP2900	5,598
Heated Storage	MSP2900	1,578
Cold storage - T7940090638	MSP2900	300
Yard Storage	MSP2900	32,100
Secured Yard Storage		
Parking Space		
Morris HQ - T7945090820		
Office Space	MSP2600	114
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Alexandria TS - T7945090818		
Office Space	MSP2900	553
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Fergus Falls TS - T7940090615		
Office Space	MSP2900	200
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Red River Weigh Scale - T7940092054		
Office Space	CV4760	2,501
Heated Storage	CV4760	2,145
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
Totals		
Office Space	MSP2900/MSP2600	6,465
Heated Storage	SP	1,578
Cold storage	SP	300
Yard Storage	SP	32,100
Secured Yard Storage		
Parking Space		
Office Space	CV4760	2,501
Heated Storage	CV4760	2,145
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		



Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT. Used			
District Metro					
Golden Valley HQ - T7990090931					
Office Space - T7990090938	MSP2500	4,741			
Heated Storage		1,135			
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852			
Office Space - T7990090931	ISS	2,922			
Heated Storage					
Cold storage					
Yard Storage	ISS	100			
Secured Yard Storage					
Parking Space	ISS	4			
Patrol Parking Lot					
Oakdale HQ - T7990091138					
Office Space	MSP2400	2,831			
Heated Storage					
Cold storage - T7990091166	MSP2400	1,781			
Yard Storage					
Secured Yard Storage					
Parking Space					
Parking Lot	MSP2400	6,882			
RTMC - T7990091195					
Office Space	SP	1,465			
Heated Storage	SP	360			
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maple Grove TS - T7990090992					
Office Space	MSP2500	98			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maplewood TS - T7990091117					
Office Space	SP				
Heated Storage		180			
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Chaska TS - T7990090926					
Office Space	MSP2500	101			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maryland Ave TS - T7990091165					
Office Space	MSP2400	140			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Daytonport Weigh Scale - T7990092139					
Office Space	CV4730	565			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

First Building - T7990090906					
Office Space	MSP2400	821			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Elm Creek Rest Area - T7990095500					
Office Space	MSP2500	189			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St Croix Rest Area - T7990095903					
Office Space	MSP2400	427			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St Croix Weigh Scale - T7990092129					
Office Space	CV4730	1,389			
Heated Storage	CV4730	1,330			
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Forest Lake Weigh Scale - T7990092146					
Office Space	CV4730	332			
METRO DISTRICT TOTALS					
Totals					
Office Space	MSP2400	4,219	Totals Patrol and CV		
Heated Storage	MSP2400	180	Office Space		14,556
Cold storage	MSP2400	1,781	Heated Storage		1,870
Yard Storage			Cold storage		1,781
Secured Yard Storage			Yard Storage		100
Parking Space			Secured Yard Storage		0
Patrol Parking Lot	MSP2400	6,882	Parking Space		4
			Patrol Parking Lot		28,734
Office Space	MSP2500	5,129			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852			
Office Space	ISS2000	2,922			
Heated Storage					
Cold storage					
Yard Storage	ISS2000	100			
Secured Yard Storage					
Parking Space	ISS2000	4			
Office Space	CV4730	2,286			
Heated Storage	CV4730	1,330			
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Office Space	RTMC	1,465			
Heated Storage	RTMC	360			
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

<b>Minnesota Department of Transportation</b>		
<b>Space Location and Type</b>	<b>Who</b>	<b>SQ. FT. Used</b>
<b>District 6A</b>		
<b>Rochester HQ - T7960091225</b>		
Office Space	MSP2100	5,722
Heated Storage	MSP2100	750
Cold storage - <b>T7960091259</b>	MSP2100	1,386
Yard Storage	MSP2100	14,400
Secured Yard Storage		
Parking Space	MSP2100	11
SRCC Parking		11
SRCC Office Space		4,904
<b>Rushford TS - T7960091262</b>		
Office Space	MSP2100	160
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
<b>Winona TS - T7960091218</b>		
Office Space	MSP2100	211
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
<b>Totals</b>		
Office Space	MSP2100	6,093
Heated Storage	MSP2100	750
Cold storage	MSP2100	1,386
Yard Storage	MSP2100	14,400
Secured Yard Storage		0
Parking Space	MSP2100	11
SRCC Office		4,904
SRCC Parking		11

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT. Used			
District 6B					
<b>Owatonna HQ - T7965091327</b>					
Office Space	MSP2100	563			
Heated Storage					
Cold storage - <b>T7965091347</b>	MSP2100	300			
Yard Storage					
Secured Yard Storage	MSP2100	10,277			
Parking Space	MSP2100	3			
<b>Albert Lea TS - T796509132719</b>					
Office Space	MSP2100	372			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Red Wing TS - T7965091354</b>					
Office Space	MSP2100	148			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Clarks Grove Scale - T7910092149</b>					
Office Space	CV4710	320			
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>			<b>Totals</b>		
Office Space	MSP2100	1,083	Office Space		7,176
Heated Storage			Heated Storage		750
Cold storage	MSP2100	300	Cold storage		1,686
Yard Storage			Yard Storage		14,400
Secured Yard Storage	MSP2100	10,277	Secured Yard Storage		10,277
Parking Space	MSP2100	3	Parking Space		14
Office Space	CV4710	320	Office Space- CV4710		332

<b>Minnesota Department of Transportation</b>				
<b>Space Location and Type</b>	<b>Who</b>	<b>SQ. FT. Used</b>		
<b>District 7E</b>				
<b>Mankato HQ - T7970091445</b>				
Office Space	MSP2200	7,479		
Heated Storage				
Cold storage	MSP2200	572	added 2020	
Yard Storage	MSP2200	9,600	4/26/21 per email	
Secured Yard Storage	MSP2200			
Parking Space		4		
<b>Courtland - T7970091456</b>				
Office Space	MSP2200	101		
Heated Storage				
Cold storage				
Yard Storage	MSP2200			
Secured Yard Storage				
Parking Space	MSP2200	1		
<b>Totals</b>				
Office Space	MSP2200	7,580		
Heated Storage				
Cold storage		572		
Yard Storage	MSP2200	9,600		
Secured Yard Storage				
Parking Space	MSP2200	5		



Minnesota Department of Transportation						
Space Location and Type	Who	SQ. FT. Used				
District 7W						
Windom HQ - T7975091445						
Office Space	MSP2300	252				
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space	MSP2300	1				
Luverne TS - T7975091609						
Office Space	MSP2300	55				
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
St James TS - T7975091632						
Office Space	MSP2200	170				
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Worthington Weigh Scale - T7975092119						
Office Space	CV4720	700				
Heated Storage	CV4720	679				
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
Jackson Truck Station - T7965091616						
Office Space						
Heated Storage						
Cold storage	1 Parking Space inside	250				
Yard Storage						
Secured Yard Storage						
Parking Space						
Totals					Totals	
Office Space	MSP2200/MSP2300	477			Office Space	8,757
Heated Storage					Heated Storage	679
Cold storage	MSP2200/MSP2300	250			Cold storage	822
Yard Storage					Yard Storage	9,600
Secured Yard Storage					Secured Yard Storage	0
Parking Space	MSP2200/MSP2300	1			Parking Space	6
Office Space	CV4720	700				
Heated Storage	CV4720	679				
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						

Minnesota Department of Transportation		
Space Location and Type	Who	SQ. FT. Used
District 8		
<b>Marshall HQ - T7980091523</b>		
Office Space	SP	3,482
Heated Storage	SP	180
Cold storage		
Yard Storage	SP	6,000
Secured Yard Storage		
Parking Space	SP	3
Patrol Parking Lot	SP	10,871
<b>Hutchinson TS - T7980091030</b>		
Office Space	SP	283
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
<b>Pipestone TS - T7980091542</b>		
Office Space	SP	253
Heated Storage		
Cold storage		
Yard Storage		
Secured Yard Storage		
Parking Space		
<b>Totals</b>		
Office Space	SP	4,018
Heated Storage	SP	180
Cold storage		
Yard Storage	SP	6,000
Secured Yard Storage		
Parking Space	SP	3
Patrol Parking Lot	SP	10,871

<b>Minnesota Department of Transportation</b>					
<b>Space Location and Type</b>	<b>Who</b>	<b>SQ. FT. Used</b>	<b>Notes</b>	<b>Charged</b>	<b>Not Charged</b>
<b>District 10</b>					
<b>Arden Hills Training Center</b>					
Office Space	SP	4,305	Revised from 4303 to match Archibus	4,305	
Heated Storage		0			
Cold storage	SP	0		0	
Yard Storage		0			
Secured Yard Storage		0			
Parking Space		0			

<u>District</u>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Metro</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>AHTC</b>		<b>TOTAL</b>
<b>Totals Patrol and CV</b>											
Office Space	11,394	4,782	11,314	8,966	14,556	7,176	8,757	4,018	4,305		75,268
Heated Storage	2,521	4,080	833	3,723	1,870	750	679	180	0		14,636
Cold storage	559		5,163	300	1,781	1,686	822	0	0		10,311
Yard Storage	11,250	22,500	18,550	32,100	100	14,400	9,600	6,000	0		114,500
Secured Yard Storage	39,108		10,090	0	0	10,277	0	0	0		59,475
Parking Space	28	2	12	0	4	14	6	3	0		69
Patrol Parking Lot	0		19,418	0	28,734	332	0	10,871	0		59,355
<b>Totals SCCC and RTMC</b>											
Office Space					1,465	4,904					6,369
Heated Storage					360						360
Parking Space						11					11
<u>District</u>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>Metro</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>AHTC</b>		
<b>Totals Patrol and CV</b>											
Office Space	11,394	4,782	11,314	8,966	14,556	7,176	8,757	4,018	4,305		75,268
	15.14%	6.35%	15.03%	11.91%	19.34%	9.53%	11.63%	5.34%	5.72%		100.00%

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT****Federal Project Number:** SPR CR20 (001)**Project Identification:** OSA Portal Hosting – Fiscal Year 2020-2021

This agreement is between the Minnesota Department of Transportation (“MnDOT”), **Minnesota Department of Administration (ADMIN)**, and **Minnesota Geospatial Information Office (MnGEO)**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

**Agreement****1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A.

**3 Consideration and Payment**

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit B.
- 3.2 **Total Obligation.** MnDOT will pay eighty percent of the project cost (up to \$44,501.76). ADMIN will pay twenty percent of the project costs (up to \$11,125.44). The total obligation for all compensation and reimbursements to MnGEO under this agreement will not exceed **\$55,627.20**.

**4 Conditions of Payment**

- 4.1 All services provided by MnGEO under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGEO invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGEO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGEO within 30 days of receipt of such invoice.
- 4.3 MnGEO must submit separate invoices to MnDOT and ADMIN for the work performed each month. Invoices will be split (MnDOT 80%, ADMIN 20%).

**5 Agreement Personnel****5.1 MnDOT’s Authorized Representative will be:**

**Name/Title:** Kendall Lausche, Contract Administrator (or his/her successor)  
**Address:** Minnesota Department of Transportation  
Consultant Services, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
**Telephone:** 651-366-4692  
**E-Mail:** kendall.lausche@state.mn.us



5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)  
Address: Minnesota Department of Transportation  
Cultural Resources Unit, Mail Stop 620  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: 651-366-3616  
E-Mail: jacob.foss@state.mn.us

5.3 ADMIN's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske, Director  
Address: Minnesota Department of Administration  
General Counsel  
50 Sherburne Avenue Suite 201, St. Paul, MN 55155  
Telephone: 651-201-2501  
E-Mail: laurie.beyer-kropuenske@state.mn.us

5.4 MnGEO's Authorized Representative will be:

Name/Title: Daniel Ross, Geographic Info Systems Director  
Address: Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: dan.ross@state.mn.us

**6 Amendments**

6.1 Any amendment to this agreement 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 Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

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

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

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGEO agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stdnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stdnd_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGEO's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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

# 10 Contractor Payment Form Requirement

10.1 If MnGEO is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGEO must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGEO must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGEO to be withheld. MnGEO must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

## MnDOT ENUMBRANCE VERIFICATION

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

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

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

MNIT

DocuSigned by:

*Tracy Gerasch*

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

50BF00075AF6441...

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

Procurement Director

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

7/19/2019

ADMIN

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

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

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

*General Counsel*  
7/22/19

MnDOT

(with delegated authority)

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

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

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

MnDOT CONTRACT MANAGEMENT

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

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

## **SCOPE**

MnDOT Cultural Resources Unit (CRU) is in need of assistance in Geographic Information System (GIS) Professional Services required to support the business needs of MnDOT, the Minnesota Department of Administration (ADMIN), and the Office of the State Archaeologist (OSA) for support of the OSA Portal Online Application.

This contract consists of a series of tasks as described below. In some instances, it may be necessary for staff from the OSA team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

### **Task Descriptions**

*MnGEO will perform the following tasks:*

#### **Task 1: Project Management and Administration**

- 1.1 Schedule quarterly meetings with OSA staff to review progress and discuss issues that have arisen, as requested by OSA staff.
- 1.2 Perform general project administration services including contract modifications, basic project design, meetings with MnDOT, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.

#### **Task 2: Application Administration and Support**

- 2.1 Provide on-going support of the OSA Portal and ITS systems.
- 2.2 Ensure system performance, provide adequate data storage and server resources for this system.
- 2.3 Address any reported issues.
- 2.4 Answer questions as appropriate.
- 2.5 Perform periodic analysis of data and clean-up as needed.
- 2.6 Perform periodic updating of documentation website, metadata and read-me files as needed.
- 2.7 Other data and application work as needed.

Note: This agreement does NOT include major enhancements to the web site, web services, data, etc.

#### **Task 3: Managed Hosting - System Maintenance and Infrastructure**

- 3.1 Provide dedicated geospatial hosting to support the minimum requirements for the OSA Portal. For the purposes of this project, the production and non-production infrastructure will be available for 24 months of Fiscal Year (FY)20 and FY21.
- 3.2 Provide a secure, reliable platform for hosting and deploying OSA's data, web services, and applications associated with the OSA Portal. This includes problem solving, periodic software, and system upgrades.
- 3.3 Ensure system performance, provide adequate data storage and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 3.4 Provide basic system administration including account and storage management, backup and recovery, patching, and change management processes.
- 3.5 Address any reported issues.
- 3.6 Answer questions as appropriate
- 3.7 Coordinate with MNIT Managed Hosting regular Operating System (OS) patching and updates.

### **Expectations:**

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by OSA staff and reported to MnGeo through OSA's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by OSA staff and reported to MnGeo through OSA's primary contact. MnGeo staff will keep OSA's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide OSA with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise OSA of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development

environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.

3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. OSA staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide OSA with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through OSA's primary contact.
6. If additional resources are required for the shared environment specifically because of OSA deployments or at a request for additional resources by OSA's primary contact, OSA's infrastructure costs will be increased accordingly.

**System Maintenance:**

System maintenance will be assessed each month. System maintenance is estimated at **25** hours per server per year.

**Timeline:** Products and services will be provided throughout the duration of the agreement.

**MnDOT and OSA Deliverables, Duties, and Responsibilities**

Under the terms of this agreement, MnDOT and OSA will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OSA staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OSA's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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

**Direct Labor Costs**

<b>Task</b>	<b>GIS Intermediate</b>	<b>GIS Advanced</b>	<b>Total</b>
<b>Task 1</b>			
Project Management and Administration	0	48	48
<b>Task 2</b>			
Application Administration and Support	72	72	144
<b>Task 3</b>			
Managed Hosting - System Maintenance and Infrastructure	0	200	200
<b>Total Hours</b>	72	320	392
<b>Fixed Hourly Rate</b>	\$ 80.60	\$ 95.70	
<b>Total Direct Labor Costs:</b>	\$ 5,803.20	\$ 30,624.00	\$ 36,427.20

**Direct Expense Costs (must provide documentation)**

<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Cost</b>
FY20 & FY21 BAH Geospatial Managed Hosting Fees	800 \$	24.00 \$	19,200.00
<b>Total Direct Expenses</b>		\$	<b>19,200.00</b>

**TOTAL CONTRACT AMOUNT** **\$ 55,627.20**



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

**Submittal Instructions:** Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

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

(This form may be submitted in an alternate format)

**Contractor Payment Form Instructions:**

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

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

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT****Federal Project Number:** RDF 8820(034)**Project Identification:** Red Dye Fuel Monitoring Program

This agreement is between the Minnesota Department of Transportation ("MnDOT") and **Minnesota Department of Public Safety**, Address: **1110 Centre Pointe Curve, Mendota Heights, Minnesota 55120** ("DPS").

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

**Agreement****1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through D are attached and incorporated into this agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 6265.
- 2.2 MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on the public roadways throughout the state.
- 2.3 DPS will inspect and take diesel fuel samples from vehicles being operated on the public roadways throughout the state. Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; 15% of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining 15% will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red-dyed fuel enforcement activities. DPS will acquire approximately 10,000 fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.
- 2.4 DPS will submit a quarterly and annual report to MnDOT, outlining project activities and progress, including number of samples taken and number of "positive" tests indicated.
- 2.5 See Exhibit A for additional information.

**3 Consideration and Payment**

- 3.1 DPS will be reimbursed at an amount not to exceed \$465,000.00, according to the breakdown of costs described in Exhibit B. DPS may request from MnDOT's Authorized Representative an adjustment in breakdown of costs if it does not change the total amount of the agreement.
- 3.2 DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit C. DPS will submit a quarterly report on their activities along with each invoice.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$465,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by DPS under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.

- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

## **5 Agreement Personnel**

### **5.1 MnDOT's Authorized Representative will be:**

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

### **5.2 MnDOT's Project Manager will be:**

Name: Brian Gage, Director (or his/her successor)  
Address: Minnesota Department of Transportation  
Program Development Section, Mail Stop 440  
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
Telephone: 651-366-3748  
E-Mail: [brian.gage@state.mn.us](mailto:brian.gage@state.mn.us)

### **5.3 DPS's Authorized Representative will be:**

Name: Captain Jonathan Olsen  
Address: Minnesota Department of Public Safety  
State Patrol Division, Commercial Vehicle Section  
1110 Centre Point Curve, Mendota Heights, Minnesota 55120  
Telephone: 651-405-6180  
E-Mail: [jonathan.olsen@state.mn.us](mailto:jonathan.olsen@state.mn.us)

## **6 Amendments**

- 6.1 Any amendment to this agreement 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 Agreement, or their successors in office.

## **7 Liability**

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

## **8 Termination**

- 8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

## **9 Plain Language; Accessibility Standards**

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

- Use language commonly understood by the public;
- Write in short and complete sentences;

- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

**9.2 Accessibility Standards.** DPS agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stnd_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DPS's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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

## 10 Contractor Payment Form Requirement

10.1 If DPS is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, DPS must complete Exhibit D, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. DPS must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to DPS to be withheld. DPS must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

### MnDOT ENUMBRANCE VERIFICATION

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

Signed:

Date:

(Future FY2020 Funds)

### MnDOT

(with delegated authority)

Signed:

Title:

Date:

### DPS

Signed:

Title:

Date:

### MnDOT CONTRACT MANAGEMENT

Signed:

Date:

Signed:   
 Title: Deputy Commissioner  
 Date: 6/25/2019



## **EXHIBIT A**

### **DETAILED SCOPE OF WORK AND DELIVERABLES**

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

#### **1. WHAT IS RED-DYED FUEL?**

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require “visible evidence of the presence of red dye” to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

#### **2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?**

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:  
*Excerpted from Minnesota Statutes 296A.22*

***Subdivision 4: Unlawful Use of Dyed Fuel***

- (a) If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

**3. HOW CAN RDF USAGE BE DETECTED?**

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage. The driver also receives an information pamphlet that discusses red-dyed fuel prohibitions and usage penalties.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

When a positive sample is detected, the driver is further provided with an *Initial Violation Notice* and an *Information Pamphlet* describing sample processing and the possible penalties involved.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

**4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?**

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.

## **5. PLAN OF ACTION**

During State Fiscal Years (SFY) 2020 and SFY 2021, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 15% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 15% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 10,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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

**EXHIBIT B  
BUDGET DETAILS**

<b>Description</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>Total Cost</b>
Regular & Overtime Salaries	\$177,000.00	\$109,000.00	\$286,000.00
Fringe Costs	\$52,000.00	\$32,000.00	\$84,000.00
In-State and Out-State Travel Costs	\$6,000.00	\$4,000.00	\$10,000.00
Vehicle with Equipment	\$0.00	\$45,000.00	\$45,000.00
Supply/Material Costs	\$5,000.00	\$3,000.00	\$8,000.00
Indirect Costs	\$20,000.00	\$12,000.00	\$32,000.00
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$465,000.00</b>

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

# EXHIBIT C INVOICE FORM

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

## Invoice Instructions:

DPS must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Agreement No. 1034640  
Agreement Expiration Date: June 30, 2021

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Regular & Overtime Salaries	\$286,000.00			
Fringe Costs	\$84,000.00			
In-State and Out-State Travel Costs	\$10,000.00			
Vehicle with Equipment	\$45,000.00			
Supply/Material Costs	\$8,000.00			
Indirect Costs	\$32,000.00			
<b>Net Earnings Totals:</b>	<b>\$465,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

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

Contractor: Minnesota Department of Public Safety

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

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

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

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



**EXHIBIT D**  
**OFFICE OF CIVIL RIGHTS – CONTRACTOR PAYMENT FORM**

State Project Number: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

Payment Reporting Period: \_\_\_\_\_ to \_\_\_\_\_ Subcontractor: \_\_\_\_\_

**Submittal Instructions:** Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us) and one to State's Project Manager, no later than 10 days after receiving a payment from State.

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

(This form may be submitted in an alternate format)

**Contractor Payment Form Instructions:**

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

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



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

**Federal Project Number:** SPR CR 20(001)

**Project Identification:** CRM Portal Business Analyst

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and **Minnesota Geospatial Information Office (MnGEO)**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

### Agreement

#### 1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **July 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

#### 2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A.

#### 3 Consideration and Payment

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGEO under this agreement will not exceed **\$120,000.00**.

#### 4 Conditions of Payment

- 4.1 All services provided by MnGEO under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGEO invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGEO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGEO within 30 days of receipt of such invoice.
- 4.3 MnGEO must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered “received” within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT’s Consultant Services Section.

#### 5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
 

Name/Title:	Kendall Lausche, Contract Administrator (or his/her successor)
Address:	Minnesota Department of Transportation Consultant Services, Mail Stop 680 395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone:	651-366-4692

E-Mail: kendall.lausche@state.mn.us

**5.2 MnDOT's Project Manager will be:**

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)  
Address: Minnesota Department of Transportation  
Cultural Resources Unit, Mail Stop 620  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: 651-366-3616  
E-Mail: jacob.foss@state.mn.us

**5.3 MnGEO's Authorized Representative will be:**

Name/Title: Daniel Ross, Geographic Info Systems Director  
Address: Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: dan.ross@state.mn.us

**6 Amendments**

6.1 Any amendment to this agreement 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 Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

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

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

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGEO agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stnd_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGEO's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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

**10 Contractor Payment Form Requirement**

- 10.1 If MnGEO is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGEO must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGEO must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGEO to be withheld. MnGEO must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

**MnDOT ENUMBRANCE VERIFICATION**

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

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

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

**MnIT**

Signed: \_\_\_\_\_  
Title: Procurement Director  
Date: 8/12/2019

**MnDOT**

(with delegated authority)

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

MNIT # 3628



**SCOPE**

There are a number Cultural Resource Management (CRM) portals/applications that have been built (MnDOT's Cultural Resource Information System [CRIS], the OSA Portal, Mankato State University [MSU] Minnesota Archaeological Inventory Database [MAID]), are in the process of being built (State Historic Preservation Office [SHPO] Portal), or will be developed in the near future (Minnesota Indian Affairs Council [MIAC] Portal, Cultural Resources Library [CRL]). Each of the sponsoring organizations recognizes that their portal/application have some datasets, inputs, throughputs, and workflows that are shared. In order to ensure that these can be efficiently shared among the portals/applications directed coordination is required. A Business Analyst (BA) working across these portals/applications to facilitate sharing is the best solution for this need and will have the added benefit of strengthening the functionality of each portal individually, as well as all of the applications/portals as a whole. This BA will work with the BAs already assigned to ongoing efforts (CRIS III – Rewrite, and eventually MIAC and SHPO), to minimize duplication of efforts and maximize MnGeo's understanding of the processes captured within each application/portal. In addition, this BA will help ensure the tasks and deliverables of this document will meet every partner agency's requirements.

There are several tasks, each with subsets of deliverables, outlined for this position, which are listed in order of chronological priority, though some may be worked on concurrently. The percentages provided are estimates of the BA's total time that will be required to complete the deliverables of each task.

**WORK PLAN**

*MnGEO will perform the following tasks:*

**Task Descriptions****Task 1: Project Management and Administration (15%)**

- 1.1 Schedule monthly meetings with MnDOT and partner agency staff to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 Conduct general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.
- 1.3 Conduct general project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks and deliverables definitions and creation, and project communication.

**Task 2: Support SHPO Portal Phase II (15%)**

- 2.1 Lay the groundwork and develop the requirements for the digitization of SHPO's architecture history inventory forms, archaeological site forms, and National Register of Historic Places (NRHP) files, and geospatial records. The deliverables for this task will be utilized by consultants for the Architecture History Structures Geographic Information System (GIS) QA/QC Project and the SHPO Portal Phase II-File Organization and Partial Scanning Project in Fiscal Year (FY) 2020. After the Architecture History Structures GIS QA/QC Project and SHPO Portal Phase II-File Organization and Partial Scanning Project are finished, but before the SHPO Portal Phase III is launched, the scanned documents and geospatial data will be utilized by MnDOT and SHPO staff via hyperlinks in ArcGIS.
- 2.2 During Phase III of SHPO Portal development, incorporate the digitized documents and geospatial data into that portal.
- 2.3 Write a document organization and acquisition plan that: 1) identifies the documents at SHPO that need to be scanned; 2) documents and maps the existing inventory submission and management process; 3) outlines how to organize the paper files, including filing the backlog, in preparation for scanning; 4) identifies the documents that have already been scanned or are stored electronically at SHPO; 5) determines the feasibility/utility of acquiring existing digital documents from past submitters of those documents (i.e. ask consultants to submit old digital inventory forms). This will be implemented by a consultant during the SHPO Portal Phase II-File Organization and Partial Scanning Project.
- 2.4 Develop a scanning plan. The scanning plan will be implemented by a consultant during the SHPO Portal Phase II-File Organization and Partial Scanning Project:
  - 2.4.1 Prepare metadata for scanned documents.
  - 2.4.2 Outline the appropriate technical specifications (resolution, Output Control Report [OCR], file format, etc.) for digital documents.

- 2.4.3 Determine the file management system that will organize and allow access to the documents.
  - 2.4.4 Determines how to ensure public accessibility is maintained during and after scanning.
  - 2.4.5 Determines scanning schedule, requirements, and protocols for legacy files (current paper files), in process files, and new input (including digital documents from consultants).
  - 2.4.6 Develop QA/QC protocols for scanning workflow.
- 2.5 Participate in coordination meetings with MnDOT, SHPO, and the Architecture History Structures GIS QA/QC Project consultant to ensure that the GIS deliverables identified in the Architecture History Structures GIS QA/QC Project will meet the requirements for incorporation into the SHPO Portal during Phase III of that effort. The coordination meetings will inform the methods and protocols developed for the Architecture History Structures GIS QA/QC Project.

**Task 3: MIAC Portal Structure and Business Process (30%)**

- 3.1 Define the structure and business processes that will be encapsulated within the MIAC Portal and MIAC collaboration application site. The MIAC Portal will be developed in two phases (Phase I in FY20 and Phase II in FY21), under separate contracts with MnGeo. The MIAC collaboration application site will be developed under a separate agreement with MNIT Services.
- 3.2 Develop a document outlining the structure and business processes for the MIAC Portal.
- 3.3 Provide two sets of scopes and budgets, one each for Phase I and Phase II, which break the MIAC Portal build into two discrete, but complementary phases. Collectively these scopes and budgets need to be workable on the \$95k earmarked for MIAC Portal development during each fiscal year.
- 3.4 Develop an estimate of the ongoing yearly hosting cost for the MIAC Portal.
- 3.5 Develop a document outlining the structure and business processes that will be captured in the MIAC collaboration application site. The documented plan needs to be workable on the \$20k earmarked for the MIAC collaboration application site development.

**Task 4: Inter-Portal/Application Interactions (15%)**

- 4.1 Develop a high level plan delimiting the purview of each portal/application, including how they connect to each other, roles among portals, and who is in control of what data and processes.
- 4.2 Focus on inter-portal/application interactions, not the specific business processes that begin and end within a single portal/application.
- 4.3 Develop a high level plan that delimits each portal/application and defines how they interact.
- 4.4 Develop a short (<10 page) document that weighs the benefits and drawbacks of the “single sign-on portal” vs. “standalone portals that interact” models. This document will provide decision makers with enough information to make an informed decision about the future degree of portal interface integration among the OSA Portal, SHPO Portal, CRIS, MIAC Portal, MAID, and Cultural Resources Library.
- 4.5 Develop a short (<10 page) document that outlines some sensible functionality buildouts for the two applications/portals that are already built (OSA and CRIS). The sensible buildouts will be defined by the agency’s application/portal steward in conjunction with the BA.

**Task 5: SHPO Portal Phase I Business Process**

- 5.1 Make substantial progress towards documenting the business process requirements for SHPO Portal Phase I.
- 5.2 Develop a document describing the business processes related to the historic inventory, NCHRP, archaeology, and bibliography/reports workflows that will be captured in the SHPO Portal Phase I.

**Task 6: Cultural Resource Library Structure and Business Process**

- 6.1 Develop structure and business processes for the “Cultural Resources Library” (CRL), which will be the clearinghouse for archaeology and architecture/history grey literature, studies, contexts, MPDFs, and other hard to find cultural resource management documents. The agency sponsor for the CRL is yet to be determined, but MnDOT, Office of State Archeologists (OSA), MIAC, and SHPO will all play a role in structuring how it is developed.
- 6.2 Develop a document outlining the structure and business processes for the CRL.
- 6.3 Develop a scope and budget for the eventual build and hosting of the CRL.
- 6.4 Develop an estimate of the ongoing yearly hosting cost for the CRL.
- 6.5 Develop a scope and budget that covers the acquisition of the digital documents, many of which will need to be scanned, that will be eventually accessed through the CRL.

**PROJECT SCHEDULE**

<b>Task:</b>	<b>Date:</b>
<b>1:</b>	N/A
<b>2:</b>	September 30, 2019
<b>3:</b>	November 30, 2019
<b>4:</b>	March 31, 2020
<b>5:</b>	November 30, 2019
<b>6:</b>	June 30, 2020

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

**Direct Labor Costs**

Task	GIS Advanced		Total
Task 1			
Support SHPO Portal Phase II		188.1	188.1
Task 2			
MIAC Portal Structure and Business Process		376.2	376.2
Task 3			
Inter-Portal/Application Interactions		188.1	522.5
Task 4			
SHPO Portal Phase I Business Process		250.8	250.8
Task 5			
Cultural Resource Library Structure and Business Process		62.7	62.7
Task 6			
Project Management and Administration		188.1	188.1
Total Hours		1253.9	1253.9
Fixed Hourly Rate	\$	95.70	
Total Direct Labor Costs:	\$	120,000.00	\$ 120,000.00

TOTAL CONTRACT AMOUNT	\$	120,000.00
-----------------------	----	------------

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

**Submittal Instructions:** Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

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

(This form may be submitted in an alternate format)



**Contractor Payment Form Instructions:**

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

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



#176714

## AMENDMENT NO. 01 TO MnDOT CONTRACT NO. 1034911

Contract Start Date: August 15, 2019	Original Contract Amount:	\$ 120,000.00
Original Contract Expiration Date: July 31, 2020	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: July 31, 2020	Current Amendment Amount:	\$ 50,000.00
New Contract Expiration Date: December 31, 2020	Total Amended Contract Amount:	\$ 170,000.00

**Federal Project Number:** SPR CR 20(001)

**Project Identification:** CRM Portal Business Analyst

This agreement is between the Minnesota Department of Transportation ("MnDOT"), the **Department of Administration** ("ADMIN"), and **Minnesota Geospatial Information Office** (MnGEO).

### RECITALS

1. State has a contract with Contractor identified as MnDOT Contract Number 1034911 ("Original Contract"). MnDOT is in need of assistance with the Cultural Resources Management (CRM) portal applications.
2. As the contract progressed it became clear that the original scope and budget were inadequate because of changes MnDOT partners would like to make in regards to the development of their applications. Due to these factors, the scope and budget are being adjusted to accommodate this need. The Department of Administration is also being added as a party to this contract.
3. State and Contractor are willing to amend the Original Contract as stated below.

### CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded** and underlined.

**REVISION 1. Subarticles 1.2-1.3** are amended as follows:

- 1.2 **Expiration Date:** This agreement will expire on ~~July 31, 2020~~ **December 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits ~~A through C~~ **A-1, B-1, C** are attached and incorporated into this agreement.

**REVISION 2. Subarticle 2.2** is amended as follows:

- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit ~~A~~ **A-1**.

**REVISION 3. Subarticles 3.1-3.2** are amended as follows:

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit ~~B B-1~~.
- 3.2 **MnDOT will pay 94.12% of the project costs (up to \$160,004.00). ADMIN will pay 5.88% of the project costs (up to \$9,996.00).** The total obligation of MnDOT for all compensation and reimbursements to MnGEO under this agreement will not exceed ~~\$120,000.00~~ **\$170,000.00**.

**REVISION 4. Subarticle 4.3** is amended as follows:

- 4.3 MnGEO must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). **MnGEO will invoice MnDOT and ADMIN directly. Invoices will detail the total cost of the project, and also identify the 94.12% MnDOT and 5.88% ADMIN amount due.** Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**REVISION 5. Subarticles 5.3-5.4** are amended as follows:

- 5.3 MnGEO's Authorized Representative will be:

Name/Title: ~~Daniel Ross, Geographic Info Systems Director~~ **Sandi Stroud, Director**  
Address: Minnesota Geospatial Information Office

658 Cedar Street  
St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: ~~dan.ross@state.mn.us~~ sandi.stroud@state.mn.us

**5.4 ADMIN's Authorized Representative will be:**

**Name/Title:** Amy Spong, Division Director and State Historic Preservation Officer  
**Address:** Minnesota Department of Administration  
200 Administration Building, 50 Sherburne Avenue  
St. Paul, MN 55155  
**Telephone:** 651-201-3288  
**E-Mail:** amy.spong@state.mn.us

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

**MnDOT ENCUMBRANCE VERIFICATION**

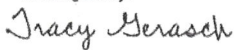
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

MNIT

DocuSigned by:



Signed:

59BF08075AF6441

Procurement Director


Title:

4/17/2020

Date:

ADMIN

Signed:



Title:

Deputy SHPO

Date:

5/13/2020

**DEPARTMENT OF TRANSPORTATION (with delegated authority)**

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:

Admin  
Encumbered:



5/12/20

25069/176714/300-9730



## SCOPE

There are a number Cultural Resource Management (CRM) portals/applications that have been built (MnDOT's Cultural Resource Information System [CRIS], the OSA Portal, Mankato State University [MSU] Minnesota Archaeological Inventory Database [MAID]), are in the process of being built (State Historic Preservation Office [SHPO] Portal), or will be developed in the near future (Minnesota Indian Affairs Council [MIAC] Portal, Cultural Resources Library [CRL]). Each of the sponsoring organizations recognizes that their portal/application have some datasets, inputs, throughputs, and workflows that are shared. In order to ensure that these can be efficiently shared among the portals/applications directed coordination is required. A Business Analyst (BA) working across these portals/applications to facilitate sharing is the best solution for this need and will have the added benefit of strengthening the functionality of each portal individually, as well as all of the applications/portals as a whole. This BA will work with the BAs already assigned to ongoing efforts (CRIS III – Rewrite, and eventually MIAC and SHPO), to minimize duplication of efforts and maximize MnGeo's understanding of the processes captured within each application/portal. In addition, this BA will help ensure the tasks and deliverables of this document will meet every partner agency's requirements.

There are several tasks, each with subsets of deliverables, outlined for this position, which are listed in order of chronological priority, though some may be worked on concurrently. The percentages provided are estimates of the BA's total time that will be required to complete the deliverables of each task.

## AMENDMENT

An amendment was needed to better compliment MnDOT efforts to support the development of the SHPO Historic Inventory Application, which will allow access to up-to-date, accurate, and complete records of SHPO's inventoried properties and sites. The added portions to Task 5 will leverage MnGEO's business analysis and technical expertise towards laying the foundation for this future application.

Much of what had been included in Task 4 and Task 6 has been eliminated to redirect efforts to more immediate needs. Some of the justification wording and deliverables for Tasks 1, 2, and 3 have been modified to reflect necessary changes that became evident as the project progressed.

## WORK PLAN

*MnGEO will perform the following tasks:*

### Task Descriptions

#### **Task 1: Project Management and Administration**

- 1.1 Schedule monthly meetings with MnDOT, and partner agency staff, to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 Conduct general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.
- 1.3 Conduct general project management services including status reports and meetings with MnDOT.

#### **Task 2: Support SHPO Portal Phase II**

- 2.1 Lay the groundwork and develop the requirements for the digitization of SHPO's architecture history inventory forms, archaeological site forms, National Register of Historic Places (NRHP) files, and geospatial records. The deliverables for this task will be utilized by consultants for the Architecture History Structures Geographic Information System (GIS) Quality Assurance (QA)/Quality Control (QC) Project, and the SHPO Portal Phase II-File Organization and Partial Scanning Project in Fiscal Year (FY) 2020. After the Architecture History Structures GIS QA/QC Project and SHPO Portal Phase II-File Organization and Partial Scanning Project are finished, but before the SHPO Historic Inventory Application is launched, the scanned documents and geospatial data will be utilized by MnDOT and SHPO staff via hyperlinks in ArcGIS.
- 2.2 During SHPO Historic Inventory Application development, incorporate the digitized documents and geospatial data into that application.

- 2.3 Write a document organization and acquisition plan that: 1) identifies the documents at SHPO that need to be scanned; 2) documents and maps the existing inventory submission and management process; 3) outlines how to organize the paper files in preparation for scanning; 4) identifies the documents that have already been scanned or are stored electronically at SHPO.
- 2.4 Develop a scanning plan:
  - 2.4.1 Outline the appropriate technical specifications (resolution, Optical Character Recognition [OCR], file format, etc.) for digital documents.
  - 2.4.2 Determine the file management system that will organize and allow access to the documents.
  - 2.4.3 Determine how to ensure public accessibility is maintained during and after scanning.
  - 2.4.4 Determine scanning schedule, requirements, and protocols for legacy files (current paper files), in process files, and new input (including digital documents from consultants).
  - 2.4.5 Develop QA/QC protocols for scanning workflow.
- 2.5 Participate in coordination meetings with MnDOT, SHPO, and the Architecture History Structures GIS QA/QC Project consultant to ensure that the GIS deliverables identified in the Architecture History Structures GIS QA/QC Project will meet the requirements for incorporation into the SHPO Historic Inventory Application effort. The coordination meetings will inform the methods and protocols developed for the Architecture History Structures GIS QA/QC Project.

**Task 3: MIAC Portal Structure and Business Process**

- 3.1 Define the structure and business processes that will be encapsulated within the MIAC Portal and MIAC collaboration application site. The MIAC Portal will be developed under MnDOT Agreement 1036273 with MnGeo. The MIAC collaboration application site will be developed under a non-MnDOT agreement with MNIT Services.
- 3.2 Develop a document outlining the structure and business processes for the MIAC Portal.
- 3.3 Develop an estimate of the ongoing yearly hosting cost for the MIAC Portal.
- 3.4 Develop a document outlining the structure and business processes that will be captured in the MIAC collaboration application site. Work document on the earmark for the MIAC collaboration application site development.

**Task 4: Inter-Portal/Application Interactions**

- 4.1 Attend meetings to discuss inter-portal/application interactions.

**Task 5: SHPO Historic Inventory Application**

- 5.1 Perform discovery and understand the entire SHPO historic inventory process, and its stakeholders, in order to identify and document the business problem and process workflow, analyze, and recommend solutions.
- 5.2 Conduct stakeholder engagement to discover, review, and agree on SHPO historic inventory problem statement to include and address the following:
  - 5.2.1 Review entire SHPO intake inventory workflow process (including form):
    - 5.2.1.1 Review current inventory intake process and reported pain points.
    - 5.2.1.2 Examine and document any external and/or internal to SHPO workflows that intersects with the end-to-end process of identifying, validating, and visualizing a historic inventory site.
    - 5.2.1.3 Identify all stakeholders to the SHPO inventory intake process. Including those that submit forms.
    - 5.2.1.4 Analyze the process.
  - 5.2.2 Review SHPO inventory legacy databases:
    - 5.2.2.1 Review and document the current workflow on the Historic Inventory, National Register, and Archaeology Database, and its pain point.
    - 5.2.2.2 Analyze and recommend sensible solution to the workflow and database problem.
    - 5.2.2.3 Identify other SHPO databases that are part of the business process (workflows not being documented).
    - 5.2.2.4 Provide technical data entry support to update inventory database.
  - 5.2.3 Review SHPO inventory spatial data viewer:
    - 5.2.3.1 Review and document the need and solution design for Map Viewer, to include shapefiles, Street View, plot map, parcels, database queries, and linkage to existing scanned documents.
    - 5.2.3.2 Document additional use cases for viewer tied to other SHPO business processes.
    - 5.2.3.3 Identify report viewer and query needs for viewer to underlying database.
  - 5.2.4 Conduct SHPO inventory spatial layer data discovery:



5.2.4.1 Discover, review, and document the need and solution design for the historic inventory spatial layer data. Include the value-added information such as: address points, historic identifier (#, date built.), and links to other relevant information.

5.2.4.2 Conduct technical design for integrating existing SHPO scanned documents with spatial layer.

Deliverables:

- Stakeholder matrix - a list of groups and stakeholders for each classification.
- Problem Statement Document.

5.3 Document the current workflows and validate with stakeholders:

5.3.1 Leverage existing discovery documentation.

5.3.2 Present initial workflow diagrams to each stakeholder group.

5.3.3 Clarify gaps identified or gaps to be closed in future work or in requirements documentation.

Deliverables:

- Workflow Diagram.
- Gap analysis document.

5.4 Produce high level solution recommendations:

5.4.1 Identify workflows that need updates and recommend technology solutions that won't negatively impact improved process.

5.4.2 Detail proposed solution options (present multiple if more than one is available with cost/benefit analysis).

5.4.3 Take other SHPO business processes into consideration so application recommendation is modular.

Deliverables:

- Technical recommendations will be brought to MnDOT and SHPO for discussion and final approval.
- Business case/cost-benefit analysis/feasibility - value proposition document.
- Combined stakeholder meeting to review recommendations and make decision on technology and/or workflows to be featured in requirements documentation.

5.5 Technical Scoping:

5.5.1 Conduct solution, workflows, and identify implementation.

Deliverables:

- Scope document (this document will show what will be in and out of scope).
- Solution design document.
- Combine all prior work products into requirements document. Include:
  - Problem Statement Document.
  - Stakeholder needs assessment and matrix.
  - Workflow diagram and gap analysis.
  - Business case/cost-benefit analysis/feasibility.
  - Solution and workflow recommendations:
    - o Will identify where future SHPO work may be added.
  - Implementation scope of work:
    - o Will only feature current scope tasked workflows.
  - Use Cases.
  - Cost:
    - o Only for current scope tasked workflows.

**Task 6: Cultural Resource Library Structure and Business Process**

6.1 Attend meetings to discuss cultural resource library structure and business process.

**PROJECT SCHEDULE**

Task:	Date:
1:	June 30, 2020
2:	January 9, 2020
3:	February 6, 2020
4:	November 5, 2019
5:-	June 30, 2020
6:	December 31, 2019

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

Direct Labor Costs

Task	Data Entry	Advanced GIS	Business Analyst	Project Manager	SME	Total
<b>Task 1</b>						
Project Management and Administration	0	0	0	582	0	582
<b>Task 2</b>						
Support SHPO Portal Phase II	0	0	166.5	0	0	166.5
<b>Task 3</b>						
MIAC Portal Structure and Business Process	0	0	137	0	0	137
<b>Task 4</b>						
Inter-Portal/Application Interactions	0	0	10	0	0	10
<b>Task 5</b>						
SHPO Historic Inventory Application	208	65	591	0	85	949
<b>Task 6</b>						
Cultural Resource Library Structure and Business Process	0	0	1	0	0	1
<b>Total Hours</b>	208	65	905.5	582	85	1846
<b>Fixed Hourly Rate</b>	\$ 62.60	\$ 95.70	\$ 95.70	\$ 95.70	\$ 95.70	
<b>Total Direct Labor Costs:</b>	\$ 13,020.80	\$ 6,220.50	\$ 86,656.35	\$ 55,697.40	\$ 8,134.50	\$ 169,729.55

Direct Expense Costs (must provide documentation)

Description	Cost
Miscellaneous	\$ 270.45
<b>Total Direct Expenses</b>	\$ 270.45

TOTAL CONTRACT AMOUNT

\$ 170,000.00

**AMENDMENT NO. 2 TO MnDOT CONTRACT NO. 1034911**

Contract Start Date: August 15, 2019	Original Contract Amount:	\$ 120,000.00
Original Contract Expiration Date: July 31, 2020	Previous Amendment(s) Total:	\$ 50,000.00
Current Contract Expiration Date: December 31, 2020	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: March 31, 2021	Total Amended Contract Amount:	\$ 170,000.00

**Federal Project Number:** SPR CR 20(001)**Project Identification:** CRM Portal Business Analyst

This agreement is between the Minnesota Department of Transportation ("MnDOT"), the Department of Administration ("ADMIN"), and Minnesota Geospatial Information Office (MnGEO).

**RECITALS**

1. MnDOT has a contract with ADMIN and MnGEO identified as MnDOT Contract Number 1034911 ("Original Contract"). MnDOT is in need of assistance with the Cultural Resources Management (CRM) portal applications.
2. This amendment is being done to extend the expiration date of the Original Contract, and add an additional classification to the contract budget. The COVID-19 pandemic has created resource shortages for MnGEO and the project schedule and expiration date are no longer workable. The additional time added through this amendment, and the additional classification, will help ensure work is completed in full before the contract ends.
3. MnDOT and MnGEO are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded and underlined**.

**REVISION 1. Subarticles 1.2-1.3 are amended as follows:**

- 1.2 **Expiration Date:** This agreement will expire on ~~December 31, 2020~~ **March 31, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits ~~A-1, B-1, C~~ **A-2, B-2, and C** are attached and incorporated into this agreement.

**REVISION 2. Subarticle 2.2 is amended as follows:**

- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit ~~A-1~~ **A-2**.

**REVISION 3. Subarticle 3.1 is amended as follows:**

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit ~~B-1~~ **B-2**.

**REVISION 4. Subarticle 5.1 is amended as follows:**

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: ~~Kendall Lausche~~ **Ashley Duran**, Contract Administrator (or his/her successor)  
Address: Minnesota Department of Transportation  
Consultant Services, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: ~~651-366-4692~~ **651-366-4627**  
E-Mail: ~~kendall.lausche@state.mn.us~~ **ashley.duran@state.mn.us**



**REVISION 5. Articles 11 and 12 are added as follows:**

**11. Telecommunications Certification**

- 11.1 By signing this contract, MnGEO certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), MnGEO does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. MnGEO will include this certification as a flow down clause in any contract related to this contract.

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

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

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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



**MnDOT ENCUMBRANCE VERIFICATION**

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

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

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

**MnDOT (with delegated authority)**

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

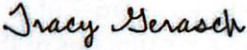
Signed: \_\_\_\_\_

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

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

**MnGEO**

DocuSigned by:



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

58BF08075AF6441...

Title: Procurement Director

Date: 12/2/2020

**MnDOT CONTRACT MANAGEMENT**

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

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

**ADMIN**

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



Title: SHPO Director

Date: 12/8/2020

## SCOPE

There are a number Cultural Resource Management (CRM) portals/applications that have been built (MnDOT's Cultural Resource Information System [CRIS], the OSA Portal, Mankato State University [MSU] Minnesota Archaeological Inventory Database [MAID]), are in the process of being built (State Historic Preservation Office [SHPO] Portal), or will be developed in the near future (Minnesota Indian Affairs Council [MIAC] Portal, Cultural Resources Library [CRL]). Each of the sponsoring organizations recognizes that their portal/application have some datasets, inputs, throughputs, and workflows that are shared. In order to ensure that these can be efficiently shared among the portals/applications directed coordination is required. A Business Analyst (BA) working across these portals/applications to facilitate sharing is the best solution for this need and will have the added benefit of strengthening the functionality of each portal individually, as well as all of the applications/portals as a whole. This BA will work with the BAs already assigned to ongoing efforts (CRIS III – Rewrite, and eventually MIAC and SHPO), to minimize duplication of efforts and maximize MnGeo's understanding of the processes captured within each application/portal. In addition, this BA will help ensure the tasks and deliverables of this document will meet every partner agency's requirements.

There are several tasks, each with subsets of deliverables, outlined for this position, which are listed in order of chronological priority, though some may be worked on concurrently. The percentages provided are estimates of the BA's total time that will be required to complete the deliverables of each task.

## AMENDMENT 1

An amendment was needed to better compliment MnDOT efforts to support the development of the SHPO Historic Inventory Application, which will allow access to up-to-date, accurate, and complete records of SHPO's inventoried properties and sites. The added portions to Task 5 will leverage MnGEO's business analysis and technical expertise towards laying the foundation for this future application.

Much of what had been included in Task 4 and Task 6 has been eliminated to redirect efforts to more immediate needs. Some of the justification wording and deliverables for Tasks 1, 2, and 3 have been modified to reflect necessary changes that became evident as the project progressed.

## AMENDMENT 2

An additional amendment to extend the end date of the contract and modify the project schedule is necessary. The pandemic has created resource shortages for the contractor and the project schedule and expiration date are no longer workable. More time is needed to complete the work.

## WORK PLAN

*MnGEO will perform the following tasks:*

### Task Descriptions

#### **Task 1: Project Management and Administration**

- 1.1 Schedule monthly meetings with MnDOT, and partner agency staff, to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 Conduct general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.
- 1.3 Conduct general project management services including status reports and meetings with MnDOT.

#### **Task 2: Support SHPO Portal Phase II**

- 2.1 Lay the groundwork and develop the requirements for the digitization of SHPO's architecture history inventory forms, archaeological site forms, National Register of Historic Places (NRHP) files, and geospatial records. The deliverables for this task will be utilized by consultants for the Architecture History Structures Geographic Information System (GIS)

Quality Assurance (QA)/Quality Control (QC) Project, and the SHPO Portal Phase II-File Organization and Partial Scanning Project in Fiscal Year (FY) 2020. After the Architecture History Structures GIS QA/QC Project and SHPO Portal Phase II-File Organization and Partial Scanning Project are finished, but before the SHPO Historic Inventory Application is launched, the scanned documents and geospatial data will be utilized by MnDOT and SHPO staff via hyperlinks in ArcGIS.

- 2.2 During SHPO Historic Inventory Application development, incorporate the digitized documents and geospatial data into that application.
- 2.3 Write a document organization and acquisition plan that: 1) identifies the documents at SHPO that need to be scanned; 2) documents and maps the existing inventory submission and management process; 3) outlines how to organize the paper files in preparation for scanning; 4) identifies the documents that have already been scanned or are stored electronically at SHPO.
- 2.4 Develop a scanning plan:
  - 2.4.1 Outline the appropriate technical specifications (resolution, Optical Character Recognition [OCR], file format, etc.) for digital documents.
  - 2.4.2 Determine the file management system that will organize and allow access to the documents.
  - 2.4.3 Determine how to ensure public accessibility is maintained during and after scanning.
  - 2.4.4 Determine scanning schedule, requirements, and protocols for legacy files (current paper files), in process files, and new input (including digital documents from consultants).
  - 2.4.5 Develop QA/QC protocols for scanning workflow.
- 2.5 Participate in coordination meetings with MnDOT, SHPO, and the Architecture History Structures GIS QA/QC Project consultant to ensure that the GIS deliverables identified in the Architecture History Structures GIS QA/QC Project will meet the requirements for incorporation into the SHPO Historic Inventory Application effort. The coordination meetings will inform the methods and protocols developed for the Architecture History Structures GIS QA/QC Project.

### **Task 3: MIAC Portal Structure and Business Process**

- 3.1 Define the structure and business processes that will be encapsulated within the MIAC Portal and MIAC collaboration application site. The MIAC Portal will be developed under MnDOT Agreement 1036273 with MnGeo. The MIAC collaboration application site will be developed under a non-MnDOT agreement with MNIT Services.
- 3.2 Develop a document outlining the structure and business processes for the MIAC Portal.
- 3.3 Develop an estimate of the ongoing yearly hosting cost for the MIAC Portal.
- 3.4 Develop a document outlining the structure and business processes that will be captured in the MIAC collaboration application site. Work document on the earmark for the MIAC collaboration application site development.

### **Task 4: Inter-Portal/Application Interactions**

- 4.1 Attend meetings to discuss inter-portal/application interactions.

### **Task 5: SHPO Historic Inventory Application**

- 5.1 Perform discovery and understand the entire SHPO historic inventory process, and its stakeholders, in order to identify and document the business problem and process workflow, analyze, and recommend solutions.
- 5.2 Conduct stakeholder engagement to discover, review, and agree on SHPO historic inventory problem statement to include and address the following:
  - 5.2.1 Review entire SHPO intake inventory workflow process (including form):
    - 5.2.1.1 Review current inventory intake process and reported pain points.
    - 5.2.1.2 Examine and document any external and/or internal to SHPO workflows that intersects with the end-to-end process of identifying, validating, and visualizing a historic inventory site.
    - 5.2.1.3 Identify all stakeholders to the SHPO inventory intake process. Including those that submit forms.
    - 5.2.1.4 Analyze the process.
  - 5.2.2 Review SHPO inventory legacy databases:
    - 5.2.2.1 Review and document the current workflow on the Historic Inventory, National Register, and Archaeology Database, and its pain point.

5.2.2.2 Analyze and recommend sensible solution to the workflow and database problem.

5.2.2.3 Identify other SHPO databases that are part of the business process (workflows not being documented).

5.2.2.4 Provide technical data entry support to update inventory database.

5.2.3 Review SHPO inventory spatial data viewer:

5.2.3.1 Review and document the need and solution design for Map Viewer, to include shapefiles, Street View, plot map, parcels, database queries, and linkage to existing scanned documents.

5.2.3.2 Document additional use cases for viewer tied to other SHPO business processes.

5.2.3.3 Identify report viewer and query needs for viewer to underlying database.

5.2.4 Conduct SHPO inventory spatial layer data discovery:

5.2.4.1 Discover, review, and document the need and solution design for the historic inventory spatial layer data. Include the value-added information such as: address points, historic identifier (#, date built.), and links to other relevant information.

5.2.4.2 Conduct technical design for integrating existing SHPO scanned documents with spatial layer.

Deliverables:

- Stakeholder matrix - a list of groups and stakeholders for each classification.
- Problem Statement Document.

5.3 Document the current workflows and validate with stakeholders:

5.3.1 Leverage existing discovery documentation.

5.3.2 Present initial workflow diagrams to each stakeholder group.

5.3.3 Clarify gaps identified or gaps to be closed in future work or in requirements documentation.

Deliverables:

- Workflow Diagram.
- Gap analysis document.

5.4 Produce high level solution recommendations:

5.4.1 Identify workflows that need updates and recommend technology solutions that won't negatively impact improved process.

5.4.2 Detail proposed solution options (present multiple if more than one is available with cost/benefit analysis).

5.4.3 Take other SHPO business processes into consideration so application recommendation is modular.

Deliverables:

- Technical recommendations will be brought to MnDOT and SHPO for discussion and final approval.
- Business case/cost-benefit analysis/feasibility - value proposition document.
- Combined stakeholder meeting to review recommendations and make decision on technology and/or workflows to be featured in requirements documentation.

5.5 Technical Scoping:

5.5.1 Conduct solution, workflows, and identify implementation.

Deliverables:

- Scope document (this document will show what will be in and out of scope).
- Solution design document.
- Combine all prior work products into requirements document. Include:
  - Problem Statement Document.
  - Stakeholder needs assessment and matrix.
  - Workflow diagram and gap analysis.

- Business case/cost-benefit analysis/feasibility.
- Solution and workflow recommendations:
  - o Will identify where future SHPO work may be added.
- Implementation scope of work:
  - o Will only feature current scope tasked workflows.
- Use Cases.
- Cost:
  - o Only for current scope tasked workflows.

**Task 6: Cultural Resource Library Structure and Business Process**

6.1 Attend meetings to discuss cultural resource library structure and business process.

**PROJECT SCHEDULE**

Task:	Date:
1:	<del>June 30, 2020</del> March 31, 2021
2:	January 9, 2020
3:	February 6, 2020
4:	November 5, 2019
5:	March 31, 2021
6:	December 31, 2019

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



**Direct Labor Costs**

Task	Classification					SME	Total
	Data Entry	Intermediate GIS	Advanced GIS	Business Analyst	Project Manager		
<b>Task 1</b>							
Project Management and Administration	0	0	0	0	582	0	582
<b>Task 2</b>							
Support SHPO Portal Phase II	0	0	0	166.5	0	0	166.5
<b>Task 3</b>							
MIAC Portal Structure and Business Process	0	0	0	137	0	0	137
<b>Task 4</b>							
Inter-Portal/Application Interactions	0	0	0	10	0	0	10
<b>Task 5</b>							
SHPO Historic Inventory Application	208	0	65	591	0	85	949
<b>Task 6</b>							
Cultural Resource Library Structure and Business Process	0	0	0	1	0	0	1
<b>Total Hours</b>	208		65	905.5	582	85	1846
<b>Fixed Hourly Rate</b>	\$62.60	\$80.60	\$95.70	\$95.70	\$95.70	\$95.70	
<b>Total Direct Labor Costs:</b>	\$13,020.80	\$0.00	\$6,220.50	\$86,656.35	\$55,697.40	\$8,134.50	\$169,729.55

**Direct Expense Costs (must provide documentation)**

Description	Cost
Miscellaneous	\$270.45
<b>Total Direct Expenses</b>	<b>\$270.45</b>

**TOTAL CONTRACT AMOUNT****\$170,000.00**

**AMENDMENT NO. 3 TO MnDOT CONTRACT NO. 1034911**

Contract Start Date: August 15, 2019	Original Contract Amount:	\$ 120,000.00
Original Contract Expiration Date: July 31, 2020	Previous Amendment(s) Total:	\$ 50,000.00
Current Contract Expiration Date: March 31, 2021	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: June 30, 2021	Total Amended Contract Amount:	\$ 170,000.00

**Federal Project Number:** SPR CR 20(001)**Project Identification:** CRM Portal Business Analyst

This agreement is between the Minnesota Department of Transportation ("MnDOT"), the **Department of Administration** ("ADMIN"), and **Minnesota Geospatial Information Office** (MnGEO).

**RECITALS**

1. MnDOT has a contract with ADMIN and MnGEO identified as MnDOT Contract Number 1034911 ("Original Contract"). MnDOT is in need of assistance with the Cultural Resources Management (CRM) portal applications.
2. This amendment is being done to extend the expiration date of the Original Contract. The COVID-19 pandemic has created resource shortages for MnGEO and the project schedule and expiration date are no longer workable. More time is needed to complete the work.
3. MnDOT and MnGEO are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded** and underlined.

**REVISION 1. Subarticles 1.2-1.3** are amended as follows:

- 1.2 **Expiration Date:** This agreement will expire on ~~March 31, 2021~~ **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits ~~A-2, B-2, C~~ **A-3, B-2, and C** are attached and incorporated into this agreement.

**REVISION 2. Subarticle 2.2** is amended as follows:

- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit ~~A-2~~ **A-3**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

**MnDOT ENCUMBRANCE VERIFICATION**

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

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

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

**MnDOT (with delegated authority)**

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

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

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

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

**MnGEO**

DocuSigned by:

*Tracy Gerasch*

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

58BE08075AF6441

Title: Procurement Director

Date: 3/11/2021

**MnDOT CONTRACT MANAGEMENT**

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

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

**ADMIN**

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

*Dmy Spang*

Title: Director & Deputy State Historic Preservation Officer

Date: 3/12/2021

## SCOPE

There are a number Cultural Resource Management (CRM) portals/applications that have been built (MnDOT's Cultural Resource Information System [CRIS], the OSA Portal, Mankato State University [MSU] Minnesota Archaeological Inventory Database [MAID]), are in the process of being built (State Historic Preservation Office [SHPO] Portal), or will be developed in the near future (Minnesota Indian Affairs Council [MIAC] Portal, Cultural Resources Library [CRL]). Each of the sponsoring organizations recognizes that their portal/application have some datasets, inputs, throughputs, and workflows that are shared. In order to ensure that these can be efficiently shared among the portals/applications directed coordination is required. A Business Analyst (BA) working across these portals/applications to facilitate sharing is the best solution for this need and will have the added benefit of strengthening the functionality of each portal individually, as well as all of the applications/portals as a whole. This BA will work with the BAs already assigned to ongoing efforts (CRIS III – Rewrite, and eventually MIAC and SHPO), to minimize duplication of efforts and maximize MnGeo's understanding of the processes captured within each application/portal. In addition, this BA will help ensure the tasks and deliverables of this document will meet every partner agency's requirements.

There are several tasks, each with subsets of deliverables, outlined for this position, which are listed in order of chronological priority, though some may be worked on concurrently. The percentages provided are estimates of the BA's total time that will be required to complete the deliverables of each task.

## AMENDMENT 1

An amendment was needed to better compliment MnDOT efforts to support the development of the SHPO Historic Inventory Application, which will allow access to up-to-date, accurate, and complete records of SHPO's inventoried properties and sites. The added portions to Task 5 will leverage MnGEO's business analysis and technical expertise towards laying the foundation for this future application.

Much of what had been included in Task 4 and Task 6 has been eliminated to redirect efforts to more immediate needs. Some of the justification wording and deliverables for Tasks 1, 2, and 3 have been modified to reflect necessary changes that became evident as the project progressed.

## AMENDMENT 2

An additional amendment to extend the end date of the contract and modify the project schedule is necessary. The pandemic has created resource shortages for the contractor and the project schedule and expiration date are no longer workable. More time is needed to complete the work.

## WORK PLAN

*MnGEO will perform the following tasks:*

### Task Descriptions

#### **Task 1: Project Management and Administration**

- 1.1 Schedule monthly meetings with MnDOT, and partner agency staff, to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 Conduct general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.
- 1.3 Conduct general project management services including status reports and meetings with MnDOT.

#### **Task 2: Support SHPO Portal Phase II**

- 2.1 Lay the groundwork and develop the requirements for the digitization of SHPO's architecture history inventory forms, archaeological site forms, National Register of Historic Places (NRHP) files, and geospatial records. The deliverables for this task will be utilized by consultants for the Architecture History Structures Geographic Information System (GIS) Quality Assurance (QA)/Quality Control (QC) Project, and the SHPO Portal Phase II-File Organization and

Partial Scanning Project in Fiscal Year (FY) 2020. After the Architecture History Structures GIS QA/QC Project and SHPO Portal Phase II-File Organization and Partial Scanning Project are finished, but before the SHPO Historic Inventory Application is launched, the scanned documents and geospatial data will be utilized by MnDOT and SHPO staff via hyperlinks in ArcGIS.

- 2.2 During SHPO Historic Inventory Application development, incorporate the digitized documents and geospatial data into that application.
- 2.3 Write a document organization and acquisition plan that: 1) identifies the documents at SHPO that need to be scanned; 2) documents and maps the existing inventory submission and management process; 3) outlines how to organize the paper files in preparation for scanning; 4) identifies the documents that have already been scanned or are stored electronically at SHPO.
- 2.4 Develop a scanning plan:
  - 2.4.1 Outline the appropriate technical specifications (resolution, Optical Character Recognition [OCR], file format, etc.) for digital documents.
  - 2.4.2 Determine the file management system that will organize and allow access to the documents.
  - 2.4.3 Determine how to ensure public accessibility is maintained during and after scanning.
  - 2.4.4 Determine scanning schedule, requirements, and protocols for legacy files (current paper files), in process files, and new input (including digital documents from consultants).
  - 2.4.5 Develop QA/QC protocols for scanning workflow.
- 2.5 Participate in coordination meetings with MnDOT, SHPO, and the Architecture History Structures GIS QA/QC Project consultant to ensure that the GIS deliverables identified in the Architecture History Structures GIS QA/QC Project will meet the requirements for incorporation into the SHPO Historic Inventory Application effort. The coordination meetings will inform the methods and protocols developed for the Architecture History Structures GIS QA/QC Project.

### **Task 3: MIAC Portal Structure and Business Process**

- 3.1 Define the structure and business processes that will be encapsulated within the MIAC Portal and MIAC collaboration application site. The MIAC Portal will be developed under MnDOT Agreement 1036273 with MnGeo. The MIAC collaboration application site will be developed under a non-MnDOT agreement with MNIT Services.
- 3.2 Develop a document outlining the structure and business processes for the MIAC Portal.
- 3.3 Develop an estimate of the ongoing yearly hosting cost for the MIAC Portal.
- 3.4 Develop a document outlining the structure and business processes that will be captured in the MIAC collaboration application site. Work document on the earmark for the MIAC collaboration application site development.

### **Task 4: Inter-Portal/Application Interactions**

- 4.1 Attend meetings to discuss inter-portal/application interactions.

### **Task 5: SHPO Historic Inventory Application**

- 5.1 Perform discovery and understand the entire SHPO historic inventory process, and its stakeholders, in order to identify and document the business problem and process workflow, analyze, and recommend solutions.
- 5.2 Conduct stakeholder engagement to discover, review, and agree on SHPO historic inventory problem statement to include and address the following:
  - 5.2.1 Review entire SHPO intake inventory workflow process (including form):
    - 5.2.1.1 Review current inventory intake process and reported pain points.
    - 5.2.1.2 Examine and document any external and/or internal to SHPO workflows that intersects with the end-to-end process of identifying, validating, and visualizing a historic inventory site.
    - 5.2.1.3 Identify all stakeholders to the SHPO inventory intake process. Including those that submit forms.
    - 5.2.1.4 Analyze the process.
  - 5.2.2 Review SHPO inventory legacy databases:
    - 5.2.2.1 Review and document the current workflow on the Historic Inventory, National Register, and Archaeology Database, and its pain point.
    - 5.2.2.2 Analyze and recommend sensible solution to the workflow and database problem.
    - 5.2.2.3 Identify other SHPO databases that are part of the business process (workflows not being documented).
    - 5.2.2.4 Provide technical data entry support to update inventory database.
  - 5.2.3 Review SHPO inventory spatial data viewer:



5.2.3.1 Review and document the need and solution design for Map Viewer, to include shapefiles, Street View, plot map, parcels, database queries, and linkage to existing scanned documents.

5.2.3.2 Document additional use cases for viewer tied to other SHPO business processes.

5.2.3.3 Identify report viewer and query needs for viewer to underlying database.

5.2.4 Conduct SHPO inventory spatial layer data discovery:

5.2.4.1 Discover, review, and document the need and solution design for the historic inventory spatial layer data. Include the value-added information such as: address points, historic identifier (#, date built.), and links to other relevant information.

5.2.4.2 Conduct technical design for integrating existing SHPO scanned documents with spatial layer.

Deliverables:

- Stakeholder matrix - a list of groups and stakeholders for each classification.
- Problem Statement Document.

5.3 Document the current workflows and validate with stakeholders:

5.3.1 Leverage existing discovery documentation.

5.3.2 Present initial workflow diagrams to each stakeholder group.

5.3.3 Clarify gaps identified or gaps to be closed in future work or in requirements documentation.

Deliverables:

- Workflow Diagram.
- Gap analysis document.

5.4 Produce high level solution recommendations:

5.4.1 Identify workflows that need updates and recommend technology solutions that won't negatively impact improved process.

5.4.2 Detail proposed solution options (present multiple if more than one is available with cost/benefit analysis).

5.4.3 Take other SHPO business processes into consideration so application recommendation is modular.

Deliverables:

- Technical recommendations will be brought to MnDOT and SHPO for discussion and final approval.
- Business case/cost-benefit analysis/feasibility - value proposition document.
- Combined stakeholder meeting to review recommendations and make decision on technology and/or workflows to be featured in requirements documentation.

5.5 Technical Scoping:

5.5.1 Conduct solution, workflows, and identify implementation.

Deliverables:

- Scope document (this document will show what will be in and out of scope).
- Solution design document.
- Combine all prior work products into requirements document. Include:
  - Problem Statement Document.
  - Stakeholder needs assessment and matrix.
  - Workflow diagram and gap analysis.
  - Business case/cost-benefit analysis/feasibility.
  - Solution and workflow recommendations:
    - Will identify where future SHPO work may be added.
  - Implementation scope of work:
    - Will only feature current scope tasked workflows.
  - Use Cases.
  - Cost:

- Only for current scope tasked workflows.

**Task 6: Cultural Resource Library Structure and Business Process**

6.1 Attend meetings to discuss cultural resource library structure and business process.

**PROJECT SCHEDULE**

<b>Task:</b>	<b>Date:</b>
<b>1:</b>	June 30, 2020
<b>2:</b>	January 9, 2020
<b>3:</b>	February 6, 2020
<b>4:</b>	November 5, 2019
<b>5:</b>	June 30, 2021
<b>6:</b>	December 31, 2019

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



# **MAD Project Number: 2020-026**

## **INTERAGENCY AGREEMENT**

### **for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation- CVO

MAD Contact: Barbara Tuckner

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts – 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$66,260.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

<b>Accounting Distribution 1:</b>	<b>Accounting Distribution 2:</b>	<b>Accounting Distribution 3:</b>
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation-CVO (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it would provide consulting services to provide one-on-one coaching for up to eight persons and conduct two Action Learning sessions.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner

Requesting Agency: Deb Ledvina

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 472 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$180.00 for MBTI Assessments. The total amount the Division will invoice under this agreement shall not exceed \$66,260.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective July 6, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.



**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.


**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By:	By: 
Title:	Title: Asst. Director
Date:	Date: 7/15/15
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



## **AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-026**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation-CVO**, has an interagency agreement identified as **2020-026** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the original contract shall be amended to read:

### **5. Effective Dates:**

This agreement is effective July 6, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2020~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:



## Grant Agreement

Page 1 of 3

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101	<b>Grant Program:</b> 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference <b>Project No.:</b> 20-06-06 <b>Grant Agreement No.:</b> A-CONFR20-2020-MNDOT-004
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic Safety and Technology 395 John Ireland Blvd. St. Paul, MN. 55155	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2019 <b>Expiration Date:</b> September 30, 2021
<b>Grantee's Authorized Representative:</b> Ronald Bisek, Contract Administrator Department of Transportation 1500 W County Road B2, MS 725 Roseville, MN 55113 (651) 234-7057 Ron.bisek@state.mn.us	<b>Grant Agreement Amount:</b> Original Agreement \$475,610.00 Matching Requirement \$ 0.00
<b>State's Authorized Representative:</b> Gordy Pehrson, Grant Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101 Phone: (651) 201-7072 Email: Gordy.pehrson@state.mn.us	<b>Federal Funding:</b> CFDA 20.600 <b>FAIN:</b> 18X9204020MN17 <b>State Funding:</b> None <b>Special Conditions:</b> Attached and incorporated into this grant agreement. See page 3*.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



## Grant Agreement

Page 2 of 3

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

## 1. ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Admin. Stat. §§ 16A.15 and 16C.05.*

Signed: Nichole Alberg  
Date: 9/19/19

Grant Agreement No. A-CONFR20-2020-MNDOT-004

PO No. 3-61911

## 2.a GRANTEE

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

Signed: Brian Sorenson  
Print Name: BRIAN SORENSON  
Title: Traffic Engineering Office Director  
Date: 8/27/19

Signed: Holly Folkers  
Print Name: Holly Folkers  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: Kyle Fisher  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

3. ~~STATE AGENCY~~ 2b. GRANTEE

Signed: Amr Jabr Digitally signed by Amr Jabr  
Title: Amr Jabr Date: 2019.09.13 07:37:43  
Date: \_\_\_\_\_

## 3. STATE AGENCY

Signed: Deputy Director  
Title: Deputy Director  
Date: 9/19/19

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative



Special Conditions:

\$228,270.00 is available from October 1, 2019 to September 30, 2020.

\$247,340.00 is available from October 1, 2020 to September 30, 2021.

The funds are only available to the Grantee to spend upon receipt of approval of funds from National Highway Traffic Safety Administration.

2020 NHTSA Funding REP - TZD Conference

EXHIBIT A  
MnDOT Contract No. 1035267  
A-CONFR20-2020-MNDOT-004

Organization: Transportation, Department of (MNDOT)

Budget Summary

FFY20				
Budget Category		State Reimbursement	Local Match	
Contracted Services				
2019-2020 TZD Conference Planning & Delivery		\$228,270.00	\$0.00	
Total		\$228,270.00	\$0.00	
Total		\$228,270.00	\$0.00	
FFY21				
Budget Category		State Reimbursement	Local Match	
Contracted Services				
2020-2021 TZD Conference Planning & Delivery		\$247,340.00	\$0.00	
Total		\$247,340.00	\$0.00	
Total		\$247,340.00	\$0.00	
Total		\$475,610.00	\$0.00	



**STATE OF MINNESOTA  
INTERAGENCY CONTRACT**

Federal Project #: NA

State Project (SP) #: NA

Trunk Highway (TH) #: NA

Project Identification: FY '20-'24 Interagency Wetland Mitigation Agreement

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Board of Water and Soil Resources ("BWSR").

**Contract**

---

**1. Term of Contract; Incorporation of Exhibits**

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

**2. Recitals**

- 2.1 Under Minnesota Rules Chapter 8420, BWSR is responsible for providing wetland replacement for certain qualifying local public road projects that impact wetlands and MnDOT is responsible for providing replacement for wetland impacts associated with DOT projects. Wetland replacement is typically also required for many of these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers ("Corps").
- 2.2 BWSR established the Local Government Road Wetland Replacement Program (LGRWRP) in 1996 in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.
- 2.3 MnDOT historically established wetland banks to meet the wetland replacement needs for state transportation projects.
- 2.4 Previous interagency agreements between MnDOT and BWSR established a partnership, referred to as the Cooperative Wetland Replacement Partnership (CWRP), to collaborate and create efficiencies in the state's provision of wetland replacement for public road projects in Minnesota.
- 2.5 BWSR and MnDOT are currently committed to continuing to work together to efficiently provide wetland replacement for public road projects through shared procurement processes, technical expertise, etc.
- 2.6 Currently, MnDOT and BWSR provide wetland replacement either by establishing wetland banks that generate wetland credits or by purchasing wetland credits from existing privately-owned wetland banks. An alternative method for satisfying wetland replacement requirements, through a purchase of credits from an In-Lieu Fee Program (ILFP), is currently under development by BWSR and expected to become available for both BWSR and MnDOT use in calendar year 2020.
- 2.7 The LGRWRP has an outstanding debt owed to MnDOT as a result of previous cooperative efforts to establish and maintain the CWRP. Exhibit A depicts the current value of the outstanding debt.

### 3. Duties of the Parties

#### 3.1 BWSR Duties.

- 3.1.1 BWSR will provide wetland credits for MnDOT's use through purchases of wetland bank credits approved for use under the Wetland Conservation Act and the Section 404 permitting program (hereafter referred to as "approved credits"), development of wetland banks that will produce approved credits, or the ILFP in response to MnDOT specified needs throughout the period of this agreement.
- 3.1.2 BWSR will consult with MnDOT in the targeting and selection of wetland bank sites and make all reasonable efforts to identify opportunities for both MnDOT and LGRWRP wetland bank credit purchases and wetland bank development projects to accommodate the anticipated wetland replacement needs of both the LGRWRP and MnDOT.
- 3.1.3 For wetland credit purchases, BWSR will provide MnDOT a written cost estimate for each proposed wetland credit purchase. BWSR will proceed with the credit purchase after receiving written approval of the estimate from MnDOT and will invoice MnDOT for the amount specified in the approved cost estimate.
- 3.1.4 For development of wetland banks, BWSR will provide a cost estimate for the project by task (including, as appropriate, design and review, easement payments, construction activities, monitoring, fees and contributions, post construction management activities, etc.). BWSR will proceed with project development tasks after receiving written approval of the estimate from MnDOT and will invoice MnDOT periodically through the process as funds are needed to complete project tasks.
- 3.1.5 As LGRWRP funding allows, BWSR will make all reasonable efforts to pay back the LGRWRP debt to MnDOT through transfers of credits in LGRWRP bank accounts and any other means agreeable to both agencies. BWSR will respond to MnDOT requests for debt repayment in writing and may deny a request to transfer particular LGRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LGRWRP needs. Transfer of credits from LGRWRP to MnDOT accounts will reduce the outstanding debt. The value of transferred credits will be based on the full cost to establish those particular credits.
- 3.1.6 BWSR will provide an annual summary of the status of BWSR's debt to MnDOT.

#### 3.2 MnDOT Duties.

- 3.2.1 MnDOT will provide funds in an amount not to exceed \$12,500,000 for purchases of approved wetland bank credits, development of wetland banks, and use of the ILFP.
- 3.2.2 MnDOT will provide a forecast of wetland credit needs for fiscal years FY '21 through FY '24 no later than May 31 of the preceding fiscal year so that BWSR can incorporate credit acquisition and credit development tasks into its annual spending plan.
- 3.2.3 Any MnDOT request for credits will be in writing in a form agreeable to both agencies.

### 4. Consideration and Payment

- 4.1 The total obligation of MnDOT for all compensation and reimbursements to BWSR for the services provided under this Contract will be an amount not to exceed \$12,500,000.
- 4.2 BWSR will not initiate credit acquisition or wetland bank development for MnDOT use until MnDOT has provided written approval of each transaction, and the commitment to provide funding in the amount necessary to acquire or develop the credits has been provided to BWSR.



**5. Conditions of Payment**

- 5.1 All services provided by BWSR under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving BWSR invoices for services performed or scheduled to be performed, in cases where funds will be provided in advance. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify BWSR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay BWSR within 30 days of receipt of such invoice.
- 5.3 BWSR must create and enter an invoice in SWIFT for each transaction after the transaction's approval by MnDOT, in accordance with Section 4.2. Invoices must be sent to MnDOT's Project Manager.
- 5.4 MnDOT will make payment using the bilateral netting process in SWIFT.

**6. Contract Personnel**

- 6.1 MnDOT's Authorized Representative will be:

Name: Marni Karnowski or his/her successor.  
 Title: Chief Environmental Officer  
 Street Address: 395 John Ireland Blvd., MS #620  
 City, State, Zip: Saint Paul, MN 55155  
 Telephone: 651-366-3602  
 Email: marni.karnowski@state.mn.us

- 6.2 MnDOT's Project Manager will be the contact for technical issues. MnDOT's Project Manager will be:

Name: Beth Brown or successor.  
 Title: Environmental Program Specialist  
 Street Address: 395 John Ireland Blvd., MS #620  
 City, State, Zip: Saint Paul, MN, 55155  
 Telephone: 651-366-4297  
 Email: elizabeth.a.brown@state.mn.us

- 6.3 BWSR's Authorized Representative will be:

Name: Tim Smith or successor.  
 Title: Wetland Mitigation Coordinator  
 Street Address: 520 Lafayette Road North  
 City, State, Zip: Saint Paul, MN 55155  
 Telephone: 651 600-7554  
 Email: tim.j.smith@state.mn.us

**7. Amendments**

- 7.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**8. Liability**

- 8.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**9. Termination**

- 9.1 Either party may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

- 9.2 Termination for Insufficient Funding. MnDOT may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to BWSR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, BWSR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide BWSR notice of the lack of funding within a reasonable time of MnDOT's receipt of that notice.
- 9.3 Suspension. MnDOT may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by BWSR during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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

**BWSR**

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

By: [Signature]  
 Title: Chief Financial Officer  
 Date: 10-04-19

By: [Signature]  
 Title: Assistant Director  
 Date: 10-4-19

**STATE ENCUMBRANCE VERIFICATION**

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

By: Marcia  
 Title: Guerra  
 Date: 2019.10.18 10:34:23 -05'00'

SWIFT Contract # 167743

SWIFT Purchase Order # 3000504074

**COMMISSIONER OF TRANSPORTATION**

Nancy  
Daubenberger

Digitally signed by Nancy  
Daubenberger  
Date: 2019.10.18 15:31:12 -05'00'

By: \_\_\_\_\_  
 Title: Assistant Commissioner  
 Date: \_\_\_\_\_

**MNDOT CONTRACT MANAGEMENT**

By: [Signature]  
 Date: 10/28/2019



## Exhibit A

### LGRWRP MNDOT Debt Repayment

Debt repayment based on outstanding amount of \$1,701,476 on 1 November 2016

Date	LRWRP Bank	Credit Amt	Credit Type	Credit value	Total	Cumulative Total	BWSR Debt	Bsulto App Number	Notes
9-Nov-16	Schramel	2.0000	fresh wet meadow	\$12,383.00	\$24,766.00	\$24,766.00	\$1,676,710.00	9897T	Credits transfered to MNDOT account 1620
9-Nov-16	Schramel	3.0000	shrub-carr	\$12,383.00	\$37,149.00	\$61,915.00	\$1,639,561.00	9897T	Credits transfered to MNDOT account 1620
22-Feb-17	Reed	6.78	fresh wet meadow	\$17,265	\$117,056.70	\$178,971.70	\$1,522,504.30	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.4495	shrub-carr	\$17,265	\$25,025.62	\$203,997.32	\$1,497,478.68	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.2605	hardwood swamp	\$17,265	\$21,762.53	\$225,759.85	\$1,475,716.15	xxxxx	Eagles Nest project - direct debit, no transfer
20-Nov-17	Reed	1.25	shrub-carr	\$17,265	\$21,581.25	\$247,341.10	\$1,454,134.90	10452T	Credits transfered to MNDOT account 1639
20-Nov-17	Reed	1.25	fresh wet meadow	\$17,265	\$21,581.25	\$268,922.35	\$1,432,553.65	10452T	Credits transfered to MNDOT account 1639



MnDOT Contract #: 1035491a01

**AMENDMENT # 01 TO MnDOT INTERAGENCY CONTRACT #: 1035491.**

Contract Start Date:	10/28/2019	Original Contract Amount:	\$12,500,000.00
Orig. Contract Exp. Date:	6/30/2024	Prev. Amendment(s) Total:	\$0
Amended Exp. Date :	N/A	Current Amendment Amount:	\$1,000,000.00
		Current Contract Total: \$	\$13,500,000.00

Project Identification: FY '20-'24 Interagency Wetland Mitigation Agreement

State Project (SP): N/A

Trunk Highway #: N/A

Federal Project # : N/A

This amendment is by and between the Minnesota of Department of Transportation ("MnDOT"), through its Commissioner of Transportation, and the Minnesota Board of Water and Soil Resources ("BWSR").

**Recitals**

1. MnDOT has an interagency contract with BWSR identified as MnDOT Contract No. 1035491 ("Original Contract") to provide wetland mitigation credits for MnDOT projects impacting wetlands.
2. This contract is being amended to provide BWSR with additional funds to obtain additional wetland mitigation credits for MnDOT sponsored projects.
3. MnDOT and BWSR are willing to amend the Original Contract as stated below.

**Contract Amendment**

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

**REVISION 1.** Article 3.2.1 is amended as follows:

MnDOT will provide funds in an amount not to exceed ~~\$12,500,000~~ \$13,500,000 for purchases of approved wetland bank credits, development of wetland banks, and use of the ILFP.

**REVISION 2.** Article 4.1 is amended as follows:

The total obligation of MnDOT for all compensation and reimbursements to BWSR for the services provided under this contract will be an amount not to exceed ~~\$12,500,000~~ \$13,500,000.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

**CONTRACTOR**

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

By: Dave Weirens  
Title: EC23F19E392844F...  
Date: 2/24/2021

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

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

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

SWIFT Contract # 167743  
SWIFT Purchase Order # 3000544918

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

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



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

### **Project Identification:** LRS Mapping System Enhancements

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and MN.IT Services (“MN.IT”), Minnesota Geospatial Information Office (“MnGeo”).

### **Agreement**

#### **1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on January 31, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

#### **2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 9025.
- 2.2 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

#### **3 Consideration and Payment**

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$199,996.00.

#### **4 Conditions of Payment**

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo must create and enter an invoice in SWIFT.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

#### **5 Agreement Personnel**

- 5.1 MnDOT’s Authorized Representative will be:
  - Name/Title: Ron Bisek, Contract Administrator (or his/her successor)
  - Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
  - Telephone: 651-234-7057
  - E-Mail: [ron.bisek@state.mn.us](mailto:ron.bisek@state.mn.us)
- 5.2 MnDOT’s Project Manager will be:
  - Name/Title: Nathan Drews (or his/her successor)
  - Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
  - Telephone: 651-234-7014
  - E-Mail: [nathan.drews@state.mn.us](mailto:nathan.drews@state.mn.us)

**5.3 MnGeo's Authorized Representative will be:**

Name/Title: Daniel Ross, Chief Geographic Information Officer (or his/her successor)  
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: [dan.ross@state.mn.us](mailto:dan.ross@state.mn.us)

**6 Amendments**

6.1 Any amendment to this agreement 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 Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

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

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

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stnd_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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

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



**MnDOT ENUMBRANCE VERIFICATION**

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

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

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

**MN.IT**

DocuSigned by:  
*Tracy Gerasch*  
58BF08075AF6441...

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

Procurement Director

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

12/12/2019

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

**MnDOT**

(with delegated authority)

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

## **Exhibit A Scope of Work**

### **A. MnGeo deliverables, duties and responsibilities:**

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for staff from the MnDOT Office of Traffic Engineering (OTE) team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTE's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

#### **Task 1: Enhancements of Mapping Applications and Data to Support OTE Needs**

As part of the OTE "FY18 OTST LRS Mapping and support" project with MnGeo, datasets were created to support OTE work including intersections, interchange and city-to-city sections. Additionally crash data were processed and attributed to meet OTE's needs. MnGeo also set up Esri Portal and Esri Insights software and supporting server and database components to provide an environment to support OTE's mapping analysis needs.

##### **Deliverables:**

This project agreement will support enhancements to both data and web applications within the Esri Insights and Portal environment to support OTE's work. Within the constraints of this task's budget, and in consultation with OTE's primary contact, MnGeo will support the following services:

1. Update CrashMART tool with new functionality such as improving query and filter user interface windows and adding trunk highway mileposts to basemap.
2. Creation of new dataset (sections - roadway characteristics) and share the data with DOT Business Intelligence (BI) system, Insights, and CrashMART
3. Creation of new "area of influence" dataset
4. Addition of new "focus area" attributes to crash data
5. Other new datasets and/or functionality in CrashMART to be determined and defined by DOT.

#### **Task 2: Project Administration and Business Analysis**

##### **Deliverables:**

Within the constraints of this task's budget, and in consultation with OTE staff, MnGeo will provide the following services:

1. Monthly meetings with OTE staff will be scheduled by MnGeo to review progress and discuss work requested by OTE and any issues that may have arisen.
2. General project administration services including contract modifications, basic project design and business analysis, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
3. General business analysis services will be provided as needed and include defining, analyzing and documenting requirements, identifying business needs and determining solutions, and identifying potential process improvements.
4. Task 2 costs will be billed as incurred.

**B. MnDOT OTE deliverables, duties and responsibilities:**

Under the terms of this agreement, OTE will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OTE staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OTE's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

Exhibit B  
Budget

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	200	\$62.60	\$12,520.00
GIS - Intermediate	ITS3	450	\$80.60	\$36,270.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	1,580	\$95.70	\$151,206.00
Staffing Hours Total:		2,230		\$199,996.00



MnDOT Contract Number: 1035741

**AMENDMENT NUMBER 01 TO MnDOT CONTRACT NUMBER: 1035741**

Contract Start Date: December 16, 2019	Original Contract Amount:	\$199,996.00
Original Contract Expiration Date: January 31, 2021	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: January 31, 2021	Current Amendment Amount:	\$105,531.50
New Contract Expiration Date: August 30, 2021	Total Amended Contract Amount:	\$305,527.50

**Project Identification:** LRS Mapping System Enhancements

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and MN.IT Services ("MN.IT") Minnesota Geospatial Information Office ("MnGeo").

**RECITALS**

1. MnDOT has a contract with MnGeo identified as MnDOT Contract Number 1035741 ("Original Contract"). The Original Contract is to provide LRS Mapping System Enhancements.
2. There is a need for additional enhancements and fixes to both data and web applications. Due to this additional time and compensation are necessary.
3. MnDOT and MnGeo are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticles 1.2-1.3 are amended as follows:**

- 1.2 Expiration Date: This agreement will expire on ~~January 31, 2021~~ **August 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits ~~A and B~~ **A-1 and B-1** are attached and incorporated into this agreement.

**REVISION 2. Subarticle 2.2 is amended as follows:**

- 2.2 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A **A-1**.

**REVISION 3. Subarticles 3.1-3.2 are amended as follows:**

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B **B-1**.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed ~~\$199,996.00~~ **\$305,527.50**.

**REVISION 4. Subarticle 5.1 is deleted in its entirety and replaced as follows:**

- 5.1 MnDOT's Authorized Representative will be:
  - Name/Title: Melissa Brand, Contract Administrator (or his/her successor)
  - Address: 395 John Ireland Boulevard, 395 John Ireland Blvd., St. Paul, MN 55155
  - Telephone: 612-249-1167
  - E-Mail: [melissa.brand@state.mn.us](mailto:melissa.brand@state.mn.us)

**REVISION 5. Articles 10 and 11 are being added as follows:****10 Telecommunications Certification.**

- 10.1 By signing this contract, MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), MnGeo does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as



that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. MnGeo will include this certification as a flow down clause in any contract related to this contract.

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

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

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

**MNDOT ENCUMBRANCE VERIFICATION**

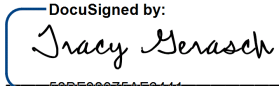
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

**MN.IT/MNGEO**

MN.IT/MNGEO certifies that the appropriate person(s) have executed the amendment on behalf of MN.IT/MNGEO as required by applicable articles, bylaws or resolutions.

Signed:  58BF08075AF0441...

Title: Procurement Director

Date: 11/18/2020

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

**A. MnGeo deliverables, duties and responsibilities:**

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for staff from the MnDOT Office of Traffic Engineering (OTE) team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTE's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

**Task 1: Enhancements of Mapping Applications and Data to Support OTE Needs**

As part of the OTE "FY18 OTST LRS Mapping and support" project with MnGeo, datasets were created to support OTE work including intersections, interchange and city-to-city sections. Additionally crash data were processed and attributed to meet OTE's needs. MnGeo also set up Esri Portal and Esri Insights software and supporting server and database components to provide an environment to support OTE's mapping analysis needs.

**Deliverables:**

This project agreement will support enhancements to both data and web applications within the Esri Insights and Portal environment to support OTE's work. Within the constraints of this task's budget, and in consultation with OTE's primary contact, MnGeo will support the following services:

1. Update CrashMART tool with new functionality such as improving query and filter user interface windows and adding trunk highway mileposts to basemap.
2. Creation of new dataset (sections - roadway characteristics) and share the data with DOT Business Intelligence (BI) system, Insights, and CrashMART
3. Creation of new "area of influence" dataset
4. Addition of new "focus area" attributes to crash data
5. Other new datasets and/or functionality in CrashMART to be determined and defined by DOT.

**Task 2: Project Administration and Business Analysis****Deliverables:**

Within the constraints of this task's budget, and in consultation with OTE staff, MnGeo will provide the following services:

1. Monthly meetings with OTE staff will be scheduled by MnGeo to review progress and discuss work requested by OTE and any issues that may have arisen.
2. General project administration services including contract modifications, basic project design and business analysis, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
3. General business analysis services will be provided as needed and include defining, analyzing and documenting requirements, identifying business needs and determining solutions, and identifying potential process improvements.
4. Task 2 costs will be billed as incurred.

**B. MnDOT OTE deliverables, duties and responsibilities:**

Under the terms of this agreement, OTE will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OTE staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OTE's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

**C. Amendment 1 Authorization Details**

1. MnGeo will continue to support enhancements and fixes to both data and web applications within the Esri Insights and Portal environment to support OTE's work.
2. MnGeo will implement upgrades to the systems that support the Enhancements to ensure stability and optimal performance.

The balance of this page has been intentionally left blank.

**Original Contract**

Overall Breakdown	ITS Category	Unis	Rates		Charges	
GIS - Basic	SWPP, ITS2	200	\$	62.60	\$	12,520.00
GIS - Intermediate	ITS3	450	\$	80.60	\$	36,270.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	1580	\$	95.70	\$	151,206.00
					<b>\$</b>	<b>199,996.00</b>

**Amendment 01**

Overall Breakdown	ITS Category	Hours	Rates		Charges	
GIS - Intermediate	ITS3	130	\$	80.60	\$	10,478.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	755	\$	95.70	\$	72,253.50
					<b>\$</b>	<b>82,731.50</b>

Overall Breakdown	ITS Category	Months	Rates		Charges	
Non Staffing Costs	Duplicate Server ENV	6	\$	3,800.00	\$	22,800.00
					<b>\$</b>	<b>22,800.00</b>

<b>TOTAL CONTRACT AMOUNT</b>					<b>\$</b>	<b>305,527.50</b>
------------------------------	--	--	--	--	-----------	-------------------





MnDOT Contract Number: 1035741

**AMENDMENT NUMBER 2 TO MnDOT CONTRACT NUMBER: 1035741**

Contract Start Date: December 16, 2019	Original Contract Amount:	\$ 199,996.00
Original Contract Expiration Date: January 31, 2021	Previous Amendment(s) Total:	\$ 105,531.50
Current Contract Expiration Date: August 30, 2021	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: November 30, 2021	Total Amended Contract Amount:	\$ 305,527.50

**Project Identification:** LRS Mapping System Enhancements

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and **MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo")**.

**RECITALS**

1. MnDOT has a contract with MnGeo identified as MnDOT Contract Number 1035741 ("Original Contract"). The original contract is to provide LRS Mapping System Enhancements.
2. This contract is being amended to add additional time to complete these upgrades.
3. MnDOT and MnGeo are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticle 1.2 is amended as follows:**

- 1.2 Expiration Date: This agreement will expire on ~~August 30, 2021~~ **November 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first

**REVISION 2. Subarticle 5.1 is deleted in its entirety and replaced as follows:**

- 5.1 MnDOT's Authorized Representative will be:  
 Name/Title: Michael Friberg, Contract Administrator (or his/her successor)  
 Address: 395 John Ireland Boulevard, 395 John Ireland Blvd., St. Paul, MN 55155  
 Telephone: 612-240-7199  
 E-Mail: [Michael.friberg@state.mn.us](mailto:Michael.friberg@state.mn.us)

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

**MnDOT ENCUMBRANCE VERIFICATION**

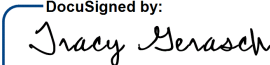
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

**MnGeo**

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

Signed:   
58BF08075AF6441....

Title: Procurement Director

Date: 9/7/2021

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** *November 19, 2019* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Allison McGuire or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**6 Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Nicole Resz

Date: 11-21-19

Purchase Order No.: 3000509316

**3. DEPARTMENT OF TRANSPORTATION**

By: Melissa Brauer  
(with delegated authority)

Title: Asst. Director, Consultant Serv.

Date: 11/21/19

**2. MINNESOTA MANAGEMENT & BUDGET**

By: Daniel Moore  
(With delegated authority)

Title: Chief Financial Officer

Date: 11-22-2019

**4. MNDOT CONTRACT MANAGEMENT**

BY/DATE:

Kyle  
Fisher

Digitally signed  
by Kyle Fisher

Date:

2019.11.21

15:39:52 -06'00'



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

**Federal Project Number:** SPR CR20(001)

**Project Identification:** MIAC Spatial Layers and MIAC/OSA Project Application

This agreement is between the Minnesota Department of Transportation ("MnDOT"), Minnesota Department of Administration ("ADMIN"), Minnesota Indian Affairs Council ("MIAC"), and **Minnesota Geospatial Information Office ("MnGeo")**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

### Agreement

#### 1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

#### 2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A.

#### 3 Consideration and Payment

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2 MnDOT will pay eighty percent of the project costs (up to \$151,817.08), ADMIN will pay ten percent of the project costs (up to \$18,977.14), and MIAC will pay ten percent of the project costs (up to \$18,977.14). The total obligation for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$189,771.36**.

#### 4 Conditions of Payment

- 4.1 MnGeo will invoice MnDOT, ADMIN, and MIAC directly. Invoices will detail the total cost of the project, and also identify the 80% MnDOT, 10% ADMIN, and 10% MIAC amount due.
- 4.2 All services provided by MnGeo under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.3 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.

#### 5 Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)  
 Address: Minnesota Department of Transportation  
 Consultant Services, Mail Stop 680  
 395 John Ireland Boulevard, St. Paul, MN 55155-1800  
 Telephone: 651-366-4692  
 E-Mail: kendall.lausche@state.mn.us



5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)  
Address: Minnesota Department of Transportation  
Cultural Resources Unit, Mail Stop 620  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: 651-366-3616  
E-Mail: jacob.foss@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Sandi Stroud, Director  
Address: Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: sandi.stroud@state.mn.us

5.4 ADMIN's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske  
Address: Minnesota Department of Administration  
200 Administration Building  
50 Sherburne Avenue, St. Paul, MN 55155  
St. Paul, MN 55155  
Telephone: 651-201-2501  
E-Mail: laurie.beyer-kropuenske@state.mn.us

5.5 MIAC's Authorized Representative will be:

Name/Title: Shannon Geshick, Executive Director  
Address: Minnesota Indian Affairs Council  
161 St. Anthony Avenue, Suite 919  
St. Paul, MN 55103  
Telephone: 651-249-0160  
E-Mail: shannon.geshick@state.mn.us

**6 Amendments**

6.1 Any amendment to this agreement 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 Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

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

- Use language commonly understood by the public;

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

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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

## 10 Contractor Payment Form Requirement

10.1 If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

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

**MnDOT ENUMBRANCE VERIFICATION**

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

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

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

**MnDOT**

(with delegated authority)

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

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

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

**MNIT**

DocuSigned by:

*Tracy Gerasch*

58BF08075AF8441...

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

Procurement Director

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

3/17/2020

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

**MnDOT CONTRACT MANAGEMENT**

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

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

**ADMIN**

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

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

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

**MIAC**

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

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

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

**MIAC**

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

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

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

**SCOPE**

MnDOT is in need of assistance with Geographic Information System (GIS) professional services required to support the business needs of the Minnesota Indian Affairs Council (MIAC), the Office of the State Archeologist (OSA) and MnDOT to create two spatial layers for the OSA portal and create a review application to enter, track, and archive requests for review in a consistent manner.

**WORK PLAN**

*The MnGeo will perform the following tasks:*

**Task Descriptions****Task 1: Project Administration and Project Management**

- 1.1 Perform general project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks, deliverables definitions, creation, and project communication.
- 1.2 Perform general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving, and future service authorization estimating and creating.

**Task 2: Creation of Two Spatial Layers**

- 2.1 Create two spatial layers to reside in the OSA portal based on MIAC's collective access records.
- 2.2 Gather data from source repository.
- 2.3 Create MIAC spatial layer (public facing).
- 2.4 Create MIAC spatial layer (published for only authenticated users)

**Task 3: Creation of Reviewer Application**

- 3.1 Create a reviewer application to enter, track, and archive requests for review and the review responses.
- 3.2 Setup development environments and any associated tasks with development of an application.
- 3.3 Get data from Cultural Resources Information System (CRIS) to MIAC and OSA Project Review Application.
- 3.4 Create functionality to include:
  - 3.4.1 Enter new requests (irrespective of CRIS application)
  - 3.4.2 Track review requests
  - 3.4.3 Notification for review requests
  - 3.4.4 Search capabilities
  - 3.4.5 User management, i.e. security around records, roles to functions, etc.
  - 3.4.6 Generate response letters

**Task 4: Data Sharing Identification and Mapping**

- 4.1 Identify data sharing points between OSA, SHPO, MnDOT, and MIAC. Identify where the data sits in terms of database and format and not the business process.
- 4.2 Create a high level plan that delimits each data sharing point between each agency.
- 4.3 Map the process which shows interaction between agency data including database and format.

**Task 5: Managed Hosting - System Maintenance and Infrastructure**

- 5.1 **Infrastructure:** For the purposes of this project, production and development infrastructure will be available for 5 months of Fiscal Year (FY)20 and 12 months of FY21.
  - 5.1.1 Provide a secure, reliable platform for hosting and deploying MIAC, OSA and MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software, and system upgrades. Evaluate new applications as needed against the capabilities of the infrastructure deployed.
  - 5.1.2 Ensure system performance, provide adequate data storage, and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
  - 5.1.3 Address any reported issues.

- 5.1.4 Answer questions as appropriate.
- 5.1.5 Coordinate with Minnesota Information Technology (MNIT) Managed Hosting regular Operating System (OS) patching and updates.
- 5.2 System Maintenance: Assess system maintenance each month. System maintenance is estimated at 25 hours per server per year.

## **EXPECTATIONS**

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MIAC, OSA, and MnDOT staff and reported to MnGeo through MIAC, OSA, and MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MIAC, OSA, and MnDOT staff and reported to MnGeo through MIAC, OSA, and MnDOT's primary contact. MnGeo staff will keep MIAC, OSA, and MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide MIAC, OSA, and MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise MIAC, OSA, and MnDOT of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MIAC, OSA, and MnDOT staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide MIAC, OSA, and MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through MIAC, OSA, and MnDOT's primary contact.
6. If additional resources are required for the shared environment specifically because of MIAC, OSA, and MnDOT deployments or at a request for additional resources by MIAC, OSA, and MnDOT's primary contact, MIAC, OSA, and MnDOT's infrastructure costs will be increased accordingly.

## **ASSISTANCE**

Under the terms of this agreement, MIAC, OSA, and MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services, and resources being deployed, and other related topics as requested by MnGeo Staff.
2. Provide MnGeo with timely review and comments on the applications, services, and resources being deployed, as requested by MnGeo.
3. Acting through MIAC, OSA, and MnDOT's primary contacts for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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



**Direct Labor Costs**

<b>Task</b>	<b>GIS Basic</b>	<b>GIS Intermediate</b>	<b>GIS Advanced</b>	<b>Total</b>
<b>Task 1</b>				
Project Management and Administration	0	0	513	513
<b>Task 2</b>				
Creation of Two Spatial Layers	6	336	108	450
<b>Task 3</b>				
Creation of Reviewer Application	45	450	450	945
<b>Task 4</b>				
Data Sharing Identification and Mapping	0	0	136	136
<b>Task 5</b>				
Managed Hosting - System Maintenance and Infrastructure	0	0	40	40
<b>Total Hours</b>	51	786	1247	2084
<b>Fixed Hourly Rate</b>	\$ 62.60	\$ 80.60	\$ 95.70	
<b>Total Direct Labor Costs:</b>	\$ 3,192.60	\$ 63,351.60	\$ 119,337.90	\$ 185,882.10

**Direct Expense Costs (must provide documentation)**

<b>Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Cost</b>
FY20 & FY21 Dedicated Server Fees	17 \$	228.78	\$ 3,889.26
<b>Total Direct Expenses</b>			\$ 3,889.26

**TOTAL CONTRACT AMOUNT**

\$ 189,771.36

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

**Submittal Instructions:**

Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

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

(This form may be submitted in an alternate format)

**Contractor Payment Form Instructions:**

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

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

## Exhibit F.A.I. Federal Award Information

**NOTICE TO SUBRECIPIENT:** This is a subaward of federal financial assistance from **Organization A** (hereinafter referred to as "recipient/pass-through entity") to **Organization B** (hereinafter referred to as "subrecipient").

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Planning and Construction	CFDA Number: 20.205
Federal Award Identification Number: OJT 8820(211)	Federal Award Date: February 12, 2020

<i>Is the Award for Research and Development?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
Period of Performance Start and End Date: <u>February 24, 2020 – March 31, 2021</u>

Indirect Cost rate: N/A	Total Amount of Federal Funds Obligated: \$394,852.00
Amount of Federal Funds Obligated by this action: \$394,852.00	Total of Federal Award: \$394,852.00

**Contact for Federal Agency:**

 Name: Kris Riesenber

 Address: 380 Jackson St, Ste 500
St Paul, MN 55101

 Phone: (651) 291-6114

 Email: kris.riesenberg@dot.gov
**Contact for Recipient:**

 Name: Lorrie Janatopoulos

 Address: 332 Minnesota St, Ste E200
St Paul, MN 55101

 Phone: (651) 259-7572

 Email: lorrie.janatopoulos.state.mn.us

**STATE OF MINNESOTA  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT"), and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("DEED").

**RECITALS**

---

1. Minnesota Statutes § 174.02 authorizes MnDOT to enter into this agreement.
2. MnDOT is in need of the service to direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
3. DEED represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of MnDOT. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, DEED agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

---

- 1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
  - 1.1 Effective Date.** This agreement will be effective on February 24, 2020, or the date MnDOT obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to DEED until this agreement is fully executed. DEED must not begin work under this agreement until this agreement is fully executed and DEED has been notified by MnDOT's Authorized Representative to begin the work.
  - 1.2 Expiration Date.** This agreement will expire on March 31, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.3 Period of Performance.** The period of performance is from February 24, 2020 through March 31, 2021.
  - 1.4 Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
  - 1.5 Exhibits.** Exhibit A: Detailed Scope of Work and Deliverables; Exhibit B: Budget; Exhibit C: Budget Line Item Adjustment; and Exhibit D: Invoice are attached and incorporated into this agreement.
- 2 DEED's Duties**
  - 2.1** DEED will perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.
  - 2.2** DEED agrees to obtain the prior approval of MnDOT for any significant change related to the scope of work as required by 2 CFR 200 and 2 CFR 1201. This includes, but is not limited to:
    - 2.2.1** changes in overall project budget which result in a shift of \$25,000 or more of the original budget between tasks;
      - 2.2.1.1** DEED will submit a written Budget Line Item Adjustment Request for any substitution of budget items as specified in Exhibit C, which is attached and incorporated into this grant agreement. Requests must be approved by MnDOT's Project Manager prior to any expenditure by DEED.
    - 2.2.2** any significant revision of the scope, schedule, goals, objectives or tasks of the proposal Scope of Work, or related activities (regardless of whether there is an associated budget revision requiring prior approval); and
    - 2.2.3** changes in key personnel, program manager, or prime contractor.
  - 2.3** DEED will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
  - 2.4** DEED will submit written progress reports detailing services provided to program participants on a quarterly basis and upon program completion. MnDOT will provide DEED with reporting template. Payments will not be made under section 4.2 if a progress report is past due unless DEED has been given a written extension by MnDOT.



**2.5 Asset Monitoring.** If DEED uses funds obtained by this agreement to acquire a capital asset, DEED is required to use that asset for a public purpose for the normal useful life of the asset. Any capital assets acquired with grant funds under this agreement are subject to the follow reporting requirements: DEED may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of MnDOT and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**2.6 Real Property.** In accordance with 2 CFR 200.329, DEED must submit annual reports on the status of any real property, as defined in 2 CFR 200.85, in which the Federal Government retains an interest.

### 3 Time

**3.1** DEED must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

### 4 Consideration and Payment

**4.1 Consideration.** MnDOT will pay for all services performed by DEED during the period of performance under this agreement as follows:

**4.1.1 Compensation.** DEED will be paid up to a maximum of \$394,852.00 according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.

**4.1.2 Matching Funds.** Any cost sharing or matching funds required of DEED in this agreement must comply with 2 CFR 200.306.

**4.1.3 Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by DEED as a result of this agreement will not exceed \$0.00 provided that DEED will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). DEED will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MnDOT's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. Exhibit N/A, which is attached and incorporated into this grant agreement, lists the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

**4.1.4 Total Obligation.** The total obligation of MnDOT for all compensation and reimbursements to DEED under this agreement will not exceed \$394,852.00

**4.1.5 Federal Funds.** Payments under this Agreement will be made from federal funds. DEED is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by DEED's failure to comply with federal requirements. If the federal government fails to pay part of the cost or expense incurred by DEED, DEED will be responsible for those costs or expenses incurred under this Agreement to the extent that the federal government's failure to pay is due to DEED's failure to comply with federal requirements. DEED's responsibility for costs and expenses under this clause are subject to an encumbrance of funds.

#### 4.2 Payment

**4.2.1 Invoices.** DEED will submit SWIFT invoices and other supporting documentation for payment by email to MnDOT's Office of Civil Rights, at [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us) Exhibit D, which is attached and incorporated into this agreement, is the form DEED will use to submit invoices. MnDOT's Project Manager, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. MnDOT will promptly pay DEED after DEED presents an itemized invoice for the services actually performed and MnDOT's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted for the eligible deliverable specified in Exhibit A.

**4.2.2 All Invoices Subject to Audit.** All invoices are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

**4.2.3 MnDOT's Payment Requirements.** MnDOT will promptly pay all valid obligations under this agreement as

required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DEED's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DEED within ten days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DEED within 30 days of receipt of such invoice.

**4.2.4 Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, MnDOT will make at least annual monitoring visits and conduct annual financial reconciliations of DEED's expenditures.

**4.2.4.1** MnDOT's Project Manager will notify DEED's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which MnDOT employees and/or contractors will participate, and which DEED staff members should be present. DEED will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

**4.2.4.2** Following a monitoring visit or financial reconciliation, DEED will take timely and appropriate action on all deficiencies identified by MnDOT.

**4.2.4.3** At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to DEED.

**4.2.5 Unexpended Funds.** DEED must promptly return to MnDOT at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to MnDOT.

**4.2.6 Closeout.** DEED must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award within 90 calendar days of the end date of the period of performance. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

**4.3 Contracting and Bidding Requirements.** Prior to publication, DEED will submit to MnDOT all solicitations for work to be funded by this Agreement. Prior to execution, DEED will submit to MnDOT all contracts and subcontracts funded by this agreement between DEED and third parties. MnDOT's Project Manager has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by DEED. All contracts and subcontracts between DEED and third parties must contain all applicable provisions of this Agreement. MnDOT's Project Manager will respond to a solicitation, contract, or subcontract submitted by DEED within ten business days. All contracts between DEED and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

**4.3.1 Procurement Requirements.** For all procurements of goods and services supported in whole or in part with federal funds, DEED agrees to comply with the current requirements and standards of the Uniform Administrative Requirements, 2 CFR part 200, which is incorporated by reference into this Agreement.

**4.3.2 Excluded Parties Listing System.** Before entering into a third party contract or subcontract, DEED agrees to check the System for Awards Management at <https://www.sam.gov/portal/public/SAM/> to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. DEED will provide MnDOT with evidence that the System for Awards Management website has been checked.

**4.3.3 Procurement Policy.** DEED will provide MnDOT with a copy of its current local procurement policy.

**4.3.4 Lobbying Certification.** For all bids or proposals of third party contracts that exceed \$100,000, DEED will obtain from all bidders a signed Standard Form LLL Certification Regarding Lobbying, as required according to 31 U.S.C. 1352 and 49 CFR 20. The signed certification becomes part of the third party contract and must be provided to MnDOT for its official contract file.

**4.3.5 Debarment and Suspension Certification.** For all bids or proposals of third party contracts that exceed \$25,000, DEED will obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200. The signed certification becomes part of the third party contract and must be provided to MnDOT for its official contract file.

## 5 Conditions of Payment

All services provided by DEED under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. DEED will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representatives

### 6.1 MnDOT's Authorized Representative is:

Name/Title: Denise Pierre, Contract and Grant Coordinator  
 Address: Minnesota Department of Transportation  
 Office of Civil Rights, Mail Stop 170  
 395 John Ireland Boulevard, St. Paul, MN 55155-1800  
 Telephone: (651) 366-3321  
 Email: [denise.pierre@state.mn.us](mailto:denise.pierre@state.mn.us)

MnDOT's Authorized Representative, or his/her successor, has the responsibility to monitor DEED's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

### 6.2 MnDOT's Project Manager is:

Name/Title: Mayjoua Ly, Business and Program Development Manager (Acting)  
 Address: Minnesota Department of Transportation  
 Office of Civil Rights, Mail Stop 170  
 395 John Ireland Boulevard, St Paul, MN 55155  
 Telephone: (651) 366-3323  
 Email: [mayjoua.ly@state.mn.us](mailto:mayjoua.ly@state.mn.us)

MnDOT's Project Manager, or his/her successor, has the responsibility to monitor DEED's performance and progress. MnDOT's Project Manager will sign progress reports, review billing statements, make recommendations to MnDOT's Authorized Representative for acceptance of DEED's good or services and make recommendations to MnDOT's Authorized Representative for certification for payment of each invoice submitted for payment.

### 6.3 DEED's Authorized Representative is:

Name/Title: Lorrie Janatopoulos, Director, CareerForce Systems  
 Address: 332 Minnesota St, Ste E200  
 St Paul, MN 55101  
 Telephone: (651) 259-7572  
 Email: [lorrie.janatopoulos.state.mn.us](mailto:lorrie.janatopoulos.state.mn.us)

If DEED's Authorized Representative changes at any time during this agreement, DEED will immediately notify MnDOT.

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

**7.1 Assignment.** DEED may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

**7.2 Amendments.** Any amendments to this agreement 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 agreement, or their successors in office.

**7.3 Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

**7.4 Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between MnDOT

and DEED. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 8 Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of each party is as set out in chapter 3.736 of the Minnesota Statutes and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this agreement.

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, DEED's books, records, documents, and accounting procedures and practices of DEED, or other party relevant to this grant agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. DEED will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

**10.1 Government Data Practices.** DEED and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DEED under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either DEED or MnDOT. If DEED receives a request to release the data referred to in this section 10.1, DEED must immediately notify MnDOT. MnDOT will give DEED instructions concerning the release of the data to the requesting party before the data is released. DEED's response to the request shall comply with applicable law.

### 10.2 Intellectual Property Rights.

**10.2.1 Intellectual Property Rights.** MnDOT owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "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 DEED, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. 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 DEED, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of MnDOT, and DEED upon completion or cancellation of this agreement must immediately return all such Documents to MnDOT. 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." DEED assigns all right, title and interest it may have in the Works and the Documents to MnDOT. DEED must, at the request of MnDOT, execute all papers and perform all other acts necessary to transfer or record MnDOT's ownership interest in the Works and Documents.

### 10.2.2 Obligations

**10.2.2.1 Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by DEED, including its employees and subcontractors, in the performance of this agreement, DEED will immediately give MnDOT's Authorized Representative written notice thereof and must promptly furnish MnDOT's Authorized Representative with complete information and/or disclosure thereon.

**10.2.2.2 Representation.** DEED 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 MnDOT and that neither DEED nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. DEED represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, DEED will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MnDOT, at DEED's expense, from any action or claim brought against MnDOT to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. DEED will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in DEED's or MnDOT's opinion is likely to arise, DEED must, at MnDOT's discretion, either procure for MnDOT the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of MnDOT will be in addition to and not exclusive of other remedies provided by law.

## 11 Workers Compensation

DEED certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. DEED's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

## 12 Publicity and Endorsement

**12.1 Publicity.** Any publicity regarding the subject matter of this agreement must identify MnDOT as the sponsoring agency and must not be released without prior written approval from MnDOT's Project Manager. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for DEED individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

**12.2 Endorsement.** DEED must not claim that MnDOT endorses its products or services.

## 13 Governing Law, Jurisdiction, and Venue

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

## 14 Termination; Suspension

**14.1 Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 90 days written notice to DEED. Upon termination, DEED will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**14.2 Termination for Cause.** MnDOT may immediately terminate this grant agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that DEED has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 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 DEED. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, DEED will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent



that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide DEED notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

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

## **15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, DEED consents to disclosure of its social security number, 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 DEED to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 Fund Use Prohibited.** DEED will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent DEED from utilizing these funds to pay any party who might be disqualified or debarred after DEED's contract award on this Project.

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

- 18 Limitation.** Under this Agreement, MnDOT is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. MnDOT may provide technical advice and assistance as requested by DEED, however, DEED will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. DEED's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## **19 Additional Provisions**

- 19.1 Appendix II 2 CFR Part 200 Federal Contract Clauses.** DEED agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, DEED shall have the same meaning as "Contractor" in the federal requirements listed below.

- 19.1.1 Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative,

contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- 19.1.2 **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 19.1.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 19.1.4 **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 19.1.5 **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 19.1.6 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 19.1.7 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or

regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 19.1.8 **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19.1.9 **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 19.1.10 **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 19.2 **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, DEED will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 19.3 **Nondiscrimination.** DEED hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which DEED receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.
- 19.4 **Federal Funding Accountability and Transparency Act (FFATA).** In accordance with 2 C.F.R. 170.220(a), the terms in Appendix A to 2 C.F.R. Part 170 are incorporated by reference into this agreement.

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

**MnDOT ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.*

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

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

SWIFT Contract/PO No(s). 174229/3000526578

**DEED**

*DEED certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: Yvonne Gana Y. Poulas

Title: Carver Force Director

Date: 3/17/2020

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**DEPARTMENT OF TRANSPORTATION**

**OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

**CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

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

**Exhibit A: Detailed Scope of Work and Deliverables****Services to be performed by DEED:**

DEED is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, DEED may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that DEED chooses to contract with CBOs to deliver services, DEED will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

**Scope of Work and Deliverable**

DEED will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJTSS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy occupational training.
4. Recruit and screen targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction occupational training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver highway heavy construction occupational training(s) for a cohort of students annually.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training, provided that there will not be any obligation to provide these services beyond the expiration date of this Contract.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates completed training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

**Tasks and Deliverables**

- 1 **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

**Deliverables:**

- 1.1 Share customized screening processes and tools and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, DEED's staff will serve as a member of the review panel to review and approve candidates for admission to the training



- 2 Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.

**Deliverables:**

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
- 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
- 2.3 Participate in job fairs and other relevant events as needed. In addition, when DEED holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.

- 3 Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction occupational industry.

**Deliverables:**

- 3.1 Develop communications about highway heavy construction occupational industry specific to women, minorities, and individuals from emerging communities.
- 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
- 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by April 15, 2020. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
- 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.

- 4 Task:** Recruit and screen targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction occupational training before enrollment.

**Deliverables:**

- 4.1 Recruit up to 90 applicants who are women, minorities, and individuals from emerging communities.
- 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and DEED based on industry standards. The following list is a minimum requirements:
  - 4.2.1 Applicant must be a minimum of 18 years of age.
  - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
  - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
  - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
  - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
- 4.3 Applicant must possess a high school diploma or GED certificate.
- 4.4 Applicant must either possess appropriate NCRC test results acquired within the last 60 months or successfully complete the DEED-designed Training Aptitude Assessment (TAA) and achieve appropriate TAA test results.
- 4.5 As a result of screening, a total of 54 applicants will be enrolled into the program.
- 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.

- 5 Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

**Deliverables:**

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. DEED will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.1 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.2 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.3 Provide list of individuals who are being referred to training to MnDOT PM.

**6 Task:** Provide job success skills training to help enrollees adapt to workplace culture.

**Deliverables:**

- 6.1 Job success skills class must include speakers who are highway heavy occupational construction employers and individuals who are employed in the highway heavy occupational industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by April 30, 2020.

**7 Task:** Contract with training vendor(s) to deliver highway heavy construction occupational training(s) for a cohort of students annually.

**Deliverables:**

- 7.1 Highway heavy occupational training shall include but not limited to the following topics:
  - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
  - 7.1.2 Industry terminologies;
  - 7.1.3 Safety training including OSHA-30 Certification;
    - 7.1.3.1 Subset safety training for Heavy Equipment Operator Occupational Overviews to include and substitute OSHA-10 for OSHA-30;
  - 7.1.4 First Aid CPR/AED
  - 7.1.5 Basic hand and power tool use;
  - 7.1.6 Identification of proprietary highway construction equipment and practices;
  - 7.1.7 Overview of Temporary traffic control;
  - 7.1.8 Nutritional and physical preparedness/wellness and conditioning;
  - 7.1.9 Budgeting and unemployment insurance information;
  - 7.1.10 Basic Occupational Overviews/Training for participants interested in pursuing labor-focused occupations to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
  - 7.1.11 Basic Occupational Overviews/Training for participants interested in pursuing equipment operator-focused occupations to provide general background and hands-on skills in mobile equipment operations;
  - 7.1.12 Basic Occupational Overviews/Training for participants interested in pursuing carpentry-focused occupations to provide general background and hands-on skills in rough-in carpentry;
  - 7.1.13 Orientation to highway construction occupational industry norms and culture via union and employer representatives;
  - 7.1.14 Industry specific job search techniques and resources, interviewing skills and job retention.
- 7.2 Training to include occupational construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction occupational environment.
- 7.3 Construction Occupational Overview(s)/Training(s) shall be 4-6 weeks long and 8-10 hour-long days.
- 7.4 Construction Occupational Overview(s)/Training(s) shall be completed by summer of 2020.

- 8 Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training, provided that there will not be any obligation to provide these services beyond the expiration date of this Contract.

**Deliverables:**

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.
- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months, provided that there will not be any obligation to provide the services referenced in this clause beyond the expiration date of this Contract.
- 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
- 8.5 For trainee(s) who have been let go from his/her job, DEED will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that DEED can work with the trainee(s) for a future job.
- 8.6 Address the factors that present barriers to retention of employment for all graduates.
- 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.

- 9 Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

**Deliverables:**

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by April 30, 2020.
- 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
- 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
- 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.

- 10 Task:** Provide employment placement once graduates completed training.

**Deliverables:**

- 10.1 Engage employers during orientation of prospective recruits.
- 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
- 10.3 Provide mock interview sessions for trainees with potential employers.
- 10.4 Organize at least one metro-wide recruiting fair. DEED will recruit MnDOT contractors and union representatives to participate in the fair.

- 10.5 Send job postings to graduates via social media.
- 10.6 At a minimum, 50% of the final graduates will be placed in employment.
  - 10.6.1 Proof of employment includes a MnDOT/DEED originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
- 10.7 Report placement and placement hours to MnDOT PM quarterly.

- 11 **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

**Deliverables:**

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

- 12 **Task:** Submit program invoice with back up documentation monthly to MnDOT PM.

**Deliverables:**

- 12.1 Electronically submit a monthly program invoice to [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us) by the 21<sup>st</sup> day of the following month or as soon as practical thereafter (e.g. on occasion payroll will not post until the 21<sup>st</sup> so submission of an invoice may be delayed). For example: January invoice due on February 21<sup>st</sup>.
- 12.2 For each invoice submitted, DEED must provide back-up documentation for each line item(s) requesting payment.

**Exhibit B: Program Budget**

<b>Salary/Fringe/Indirect/Non-Pers</b>	\$ 116,872.00
<b>Marketing/Job Fair</b>	3,000.00
<b>Travel, Mileage &amp; Lodging</b>	6,000.00
<b>NCRC/Aptitude Test</b>	2,000.00
<b>Program Supplies</b>	2,000.00
<b>Enrollment &amp; Program Orientation</b>	4,000.00
<b>Participant Support</b>	20,000.00
<b>Heavy Equip. Operations Training</b> (Class/Equip. Instruction & Rental, PPE, Diesel, Material)	195,000.00
<b>Room/Meals/Transportation</b> (Equip. Operations)	<u>45,980.00</u>
(5 out-state lodging \$87.20 rm nights; 3 meals 14 participants @ \$47; van/coach Transportation \$1,040 daily, 4-week training Monday-Thursday)	<b>\$394,852.00</b>

**Program Budget Item Details***Salary, Fringe, Indirect, Non Pers Cost*

Project Coordinator – MAPE 12L – estimated 100% cost.

*Fringe* – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED’s rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%.

*Indirect* – DEED has a federally approved indirect rate of 16.91%. This includes statewide indirect and agency indirect which covers the expenses of the commissioner’s office, HR, AFS, some of the Communications and MN\_IT costs.

*Non Personal* – Includes allocated charges such as rent, MFDs, phones, utilities, security. It also include direct charges to the project such as chair for the employee, cell phone, etc.

**Marketing** - the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

**Job Fair** - payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

**Travel, Mileage & Lodging** - assigned to project-affiliated DEED staff/principals in the delivery to MnDOT-contracted partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

**National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment** – costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

**Program Supplies** – assigned to project-affiliated office supplies.

**Enrollment and Program Orientation** – program participant overviews and formal introductions to highway construction



industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

**Participant Support** - provide limited transitional support services funds to program participants, transportation, room and/or board (not to exceed budgeted amount).

**Highway Heavy Occupational Training** - contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

**Exhibit C: Budget Line Item Adjustment Request****Grantee: DEED****MnDOT Contract No. 1036418****Contract Expiration Date: March 31, 2021****Date of Budget Line Item Adjustment Request:** \_\_\_\_\_

<b>Line Item Description</b> (You must enter at least 2 lines below to indicate which line item(s) you are requesting be increased and which line item(s) you are decreasing)	<b>Original Budget Amount</b>	<b>Requested Budget Change</b>	<b>Amended Budget Amount</b>

**NET CHANGE TO BUDGET LINE ITEM ADJUSTMENTS MUST EQUAL ZERO**

Justification for Adjustment:

Adjustment Requested by (DEED): \_\_\_\_\_

MnDOT Project Manager Approval: \_\_\_\_\_

**Exhibit D: Invoice****INVOICE NO.** \_\_\_\_\_Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

DEED must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order**:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us)

MnDOT Contract No. 1036418

MnDOT PO Number: **TBD**

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: March 31, 2021

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Agency & Statewide Indirect	\$116,872.00			
Marketing/Job Fair	\$3,000.00			
Travel, Mileage & Lodging	\$6,000.00			
NCRC/Aptitude Test	\$2,000.00			
Program Supplies	\$2,000.00			
Enrollment & Program Orientation	\$4,000.00			
Participant Support	\$20,000.00			
Highway Heavy Equip Operations Training	\$195,000.00			
Room/Meals/Transportation	\$45,980.00			
<b>Total Project Costs:</b>	<b>\$394,852.00</b>			
<b>Total Amount Due This Invoice:</b>				

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

Grantee: Minnesota Department of Employment and Economic Development

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

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

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

**AMENDMENT # 1 TO MnDOT Grant Agreement #: 1036418**

Agreement Start Date:	<u>03/19/2020</u>	Original Agreement Amount:	<u>\$394,852.00</u>
Orig Agreement Exp. Date:	<u>03/31/2021</u>	Prev. Amendment(s) Total:	<u>00.00</u>
Amended Exp. Date	<u>12/31/2022</u>	Current Amendment Amt:	<u>\$339,612.00</u>
		Current Agreement Total	<u>\$734,464.00</u>

Project Identification :	To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.		
State Project (SP):	<u>8816-2907</u>	Trunk Highway #:	<u>N/A</u>
Federal Project #	<u>OJT 8820(211)</u>		

This amendment is by and between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("DEED").

**Recitals**

1. MnDOT has an Agreement with DEED identified as MnDOT Contract No. 1036418 ("Original Agreement") for the purpose of directing and managing the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
2. Original Agreement is being amended to add one additional highway heavy training and to extend the expiration date and the period of performance subject to delay as a result of the Covid-19 pandemic. This amendment will reflect a change in the overall budget of the Original Agreement.
3. MnDOT and DEED are willing to amend the Original Agreement as stated below.

**Agreement Amendment**

In this Amendment, deleted agreement terms will be ~~struck out~~ and the added agreement terms will be underlined.

**REVISION 1.** Articles 1.2 and 1.3 are amended as follows:

- 1.2 **Expiration Date.** This agreement will expire on ~~March 31, 2021~~ December 31, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Period of Performance.** The period of performance is from February 24, 2020 through ~~March 31, 2021~~ December 31, 2022.

**REVISION 2.** Article 1.5 "**Exhibits**" is amended as follows:

- 1.5 **Exhibits.** Exhibit A A-1: Detailed Scope of Work and Deliverables; Exhibit ~~B~~ B-1: Budget; Exhibit C: Budget Line Item Adjustment; and Exhibit ~~D~~ D-1: Invoice are attached and incorporated into this agreement.

**REVISION 3.** Article 2.1 is amended as follows:

- 2.1 DEED will perform the duties specified in Exhibit A- A-1, which is attached and incorporated into this grant agreement.

**REVISION 4.** Sub Article 4.1.1 "**Compensation**" is amended as follows:

- 4.1.1 **Compensation.** DEED will be paid up to a maximum of ~~\$394,852.00~~ \$734,464.00 according to the breakdown of costs contained in Exhibit ~~B- B-1~~, which is attached and incorporated into this grant agreement.

**REVISION 5.** Sub Article 4.1.4 **“Total Obligation”** is amended as follows:

4.1.4 **Total Obligation.** The total obligation of MnDOT for all compensation and reimbursements to DEED under this agreement will not exceed ~~\$394,852.00~~ \$734,464.00.

**REVISION 6.** Sub Article 4.2.1. **“Invoices”** is amended as follows:

4.2.1 **Invoices.** DEED will submit SWIFT invoices and other supporting documentation for payment by email to MnDOT’s Office of Civil Rights, at [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us). Exhibit ~~D- D-1~~, which is attached and incorporated into this agreement, is the form DEED will use to submit invoices. MnDOT’s Project Manager, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. MnDOT will promptly pay DEED after DEED presents an itemized invoice for the services actually performed and MnDOT’s Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted monthly for the eligible deliverable specified in Exhibit ~~A- A-1~~.

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**



**STATE ENCUMBRANCE VERIFICATION**


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

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

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

SWIFT Contract #: 174229SWIFT Purchase Order #: 526578**DEED**

DEED certifies that the appropriate person(s) have executed the agreement on behalf of the DEED as required by applicable articles, by laws, resolutions, or ordinances.

By: Title: CareerForce DirectorDate: 3/10/2021

By: \_\_\_\_\_

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

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

(with delegated authority)

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

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

**MnDOT FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

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

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

**Services to be performed by DEED:**

DEED is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, DEED may choose to contract with community-based organizations (CBOs) to deliver some of the services. In the event that DEED chooses to contract with CBOs to deliver services, DEED will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

**Scope of Work and Deliverable**

DEED will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy occupational training.
4. Recruit and screen targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction occupational training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver highway heavy construction occupational training(s) for a cohort of students annually.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training, provided that there will not be any obligation to provide these services beyond the expiration date of this Contract.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates completed training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

**Tasks and Deliverables**

- 1 **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

**Deliverables:**

- 1.1 Share customized screening processes and tools and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, DEED's staff will serve as a member of the review panel to review and approve candidates for admission to the training.

- 2 Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.

**Deliverables:**

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
- 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
- 2.3 Participate in job fairs and other relevant events as needed. In addition, when DEED holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.

- 3 Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction occupational industry.

**Deliverables:**

- 3.1 Develop communications about highway heavy construction occupational industry specific to women, minorities, and individuals from emerging communities.
- 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
- 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by April 15, 2021. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
- 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.

- 4 Task:** Recruit and screen targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction occupational training before enrollment.

**Deliverables:**

- 4.1 Recruit up to ~~90~~ 180 applicants who are women, minorities, and individuals from emerging communities.
- 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and DEED based on industry standards. The following list is a minimum requirement:
  - 4.2.1 Applicant must be a minimum of 18 years of age.
  - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
  - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
  - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
  - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
- 4.3 Applicant must possess a high school diploma or GED certificate.
- 4.4 Applicant must either possess appropriate NCRC test results acquired within the last 60 months or successfully complete the DEED-designed Training Aptitude Assessment (TAA) and achieve appropriate TAA test results.
- 4.5 As a result of screening, a total of ~~54~~ 74 applicants will be enrolled into the program.
- 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.

- 5 Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

**Deliverables:**

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. DEED will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.1 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.2 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.3 Provide list of individuals who are being referred to training to MnDOT PM.

- 6 Task:** Provide job success skills training to help enrollees adapt to workplace culture.

**Deliverables:**

- 6.1 Job success skills class must include speakers who are highway heavy occupational construction employers and individuals who are employed in the highway heavy occupational industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by April 30, 2021.

- 7 Task:** Contract with training vendor(s) to deliver two (2) highway heavy construction occupational training(s) for a cohort of students annually.

**Deliverables:**

- 7.1 Highway heavy occupational training shall include but not limited to the following topics:
  - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
  - 7.1.2 Industry terminologies;
  - 7.1.3 Safety training including OSHA-30 Certification;
    - 7.1.3.1 Subset safety training for Heavy Equipment Operator Occupational Overviews to include and substitute OSHA-10 for OSHA-30;
  - 7.1.4 First Aid CPR/AED;
  - 7.1.5 Basic hand and power tool use;
  - 7.1.6 Identification of proprietary highway construction equipment and practices;
  - 7.1.7 Overview of Temporary traffic control;
  - 7.1.8 Nutritional and physical preparedness/wellness and conditioning;
  - 7.1.9 Budgeting and unemployment insurance information;
  - 7.1.10 Basic Occupational Overviews/Training for participants interested in pursuing labor-focused occupations to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
  - 7.1.11 Basic Occupational Overviews/Training for participants interested in pursuing equipment operator-focused occupations to provide general background and hands-on skills in mobile equipment operations;
  - 7.1.12 Basic Occupational Overviews/Training for participants interested in pursuing carpentry-focused occupations to provide general background and hands-on skills in rough-in carpentry;
  - 7.1.13 Orientation to highway construction occupational industry norms and culture via union and employer representatives;
  - 7.1.14 Industry specific job search techniques and resources, interviewing skills and job retention.

- 7.2 Training to include occupational construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction occupational environment.
- 7.3 Construction Occupational Overview(s)/Training(s) shall be 4-6 weeks long and 8-10 hour-long days.
- 7.4 Construction Occupational Overview(s)/Training(s) shall be completed by summer of 2022.

- 8 Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training, provided that there will not be any obligation to provide these services beyond the expiration date of this Contract.

**Deliverables:**

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.
- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months, provided that there will not be any obligation to provide the services referenced in this clause beyond the expiration date of this Contract.
- 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
- 8.5 For trainee(s) who have been let go from his/her job, DEED will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that DEED can work with the trainee(s) for a future job.
- 8.6 Address the factors that present barriers to retention of employment for all graduates.
- 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.

- 9 Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

**Deliverables:**

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by April 30, 2021.
- 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
- 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
- 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOTPM.



**10 Task:** Provide employment placement once graduates completed training.

**Deliverables:**

- 10.1 Engage employers during orientation of prospective recruits.
- 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
- 10.3 Provide mock interview sessions for trainees with potential employers.
- 10.4 Organize at least one metro-wide recruiting fair. DEED will recruit MnDOT contractors and union representatives to participate in the fair.
- 10.5 Send job postings to graduates via social media.
- 10.6 At a minimum, 50% of the final graduates will be placed in employment.
  - 10.6.1 Proof of employment includes a MnDOT/DEED originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
- 10.7 Report placement and placement hours to MnDOT PM quarterly.

**11 Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

**Deliverables:**

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

**12 Task:** Submit program invoice with back up documentation monthly to MnDOT PM.

**Deliverables:**

- 12.1 Electronically submit a monthly program invoice to [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us) by the 21<sup>st</sup> day of the following month or as soon as practical thereafter (e.g. on occasion payroll will not post until the 21<sup>st</sup> so submission of an invoice may be delayed). For example: January invoice due on February 21<sup>st</sup>.
- 12.2 For each invoice submitted, DEED must provide back-up documentation for each line item(s) requesting payment.

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

**Exhibit B B-1: Program Budget**

<b>Salary/Fringe/Indirect/Non-Pers</b>	<b>\$ 116,872.00</b>	<b><u>\$329,274.00</u></b>
<b>Marketing/Job Fair</b>	<b>\$ 3,000.00</b>	<b><u>\$4,000.00</u></b>
<b>Travel, Mileage &amp; Lodging</b>	<b>\$ 6,000.00</b>	<b><u>\$7,000.00</u></b>
<b>NCRC/Aptitude Test</b>	<b>\$ 2,000.00</b>	
<b>Program Supplies</b>	<b>\$2,000.00</b>	<b><u>\$4,000.00</u></b>
<b>Enrollment &amp; Program Orientation</b>	<b>\$4,000.00</b>	<b><u>\$8,000.00</u></b>
<b>Participant Support</b>	<b>\$20,000.00</b>	<b><u>\$30,000.00</u></b>
<b>Cement Mason Laborer Training</b>		<b><u>\$78,960.00</u></b>
<b><u>Per Diem @\$36 a day for five weeks (10 outstate participants)</u></b>		<b><u>\$9,000.00</u></b>
<b>Heavy Equip. Operations Training</b>		
<i>(Class/Equip. Instruction &amp; Rental, PPE, Diesel, Material)</i>	<b>\$195,000.00</b>	
<b>Room/Meals/Transportation</b> <i>(Equip. Operations and Laborer)</i>	<b>\$45,980.00</b>	<b><u>\$ 67,230.00</u></b>
<i>(5 out-state lodging \$87.20 rm nights; 3 meals 14 participants @ \$47; van/coach Transportation \$1,040 daily, 4-week training Monday-Thursday)</i>		
<b>Total:</b>	<b><u>\$394,852.00</u></b>	<b><u>\$734,464.00</u></b>

**Program Budget Item Details**

*Salary, Fringe, Indirect, Non Pers Cost*

Project Coordinator – MAPE 12L – estimated 100% cost.

*Fringe* – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED’s rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%.

*Indirect* – DEED has a federally approved indirect rate of 16.91%. This includes statewide indirect and agency indirect which covers the expenses of the commissioner’s office, HR, AFS, some of the Communications and MN\_IT costs.

*Non Personal* – Includes allocated charges such as rent, MFDs, phones, utilities, security. It also include direct charges to the project such as chair for the employee, cell phone, etc.

**Marketing** - the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

**Job Fair** - payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate dedicated career job fair.

**Travel, Mileage & Lodging** - assigned to project-affiliated DEED staff/principals in the delivery to MnDOT-contracted partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

**National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment** – costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

**Program Supplies** – assigned to project-affiliated office supplies.

**Enrollment and Program Orientation** – program participant overviews and formal introductions to highway construction industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

**Participant Support** - provide limited transitional support services funds to program participants, transportation, room and/or board (not to exceed budgeted amount).

**Highway Heavy Occupational Training** - contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

**Exhibit D- D-1****INVOICE NO.** \_\_\_\_\_Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [OCRGrantInvoices.DOT@state.mn.us](mailto:OCRGrantInvoices.DOT@state.mn.us)

MnDOT Contract No. 1032939

MnDOT PO Number: 3000454497

Contract Expiration Date: Dec 31, 2022

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Indirect/Non-Pers	\$329,274.00			
Marketing/Job Fair	\$4,000.00			
Travel, Mileage & Lodging	\$7,000.00			
NCRC/Aptitude Test	\$2,000.00			
Program Supplies	\$4,000.00			
Enrollment & Program Orientation	\$8,000.00			
Support Services – Emergency Fund	\$30,000.00			
Highway Heavy Construction Training	\$273,960.00			
Housing/Meals/Per Diem	\$76,230.00			
<b>Total Project Costs:</b>	<b>\$734,464.00</b>			
<b>Total Amount Due This Invoice:</b>				

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

**Grantee:** Minnesota Department of Employment and Economic Development**Signature:** \_\_\_\_\_**Print Name:** \_\_\_\_\_**Title:** \_\_\_\_\_



# State of Minnesota Interagency Agreement

State Project Number (S.P.): 8816-2038  
Trunk Highway Number (T.H.): I-35E, I-35W, I-394  
Project Identification: **MnPASS Enforcement Team**

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Public Safety, acting through the Minnesota State Patrol (“MSP”).

## Agreement

### 1 Term of Agreement

- 1.1 Effective Date.** **July 1, 2020**, or the date signed by all necessary State officials as required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration Date.** This Agreement will expire five years from the date it is effective.
- 1.3 Exhibits.** Exhibits A through E are attached and incorporated into this Agreement.

### 2 Scope of Work

- 2.1** MSP will provide the MnPASS Enforcement Team (“MnPASS Troopers”) for personnel, enforcement services and other obligations under this Agreement as identified in Exhibit A.
- 2.2** MnDOT will provide the services and other obligations identified in Exhibit C and compensate MSP as identified in Exhibit D.

### 3 Consideration and Payment

- 3.1** MnDOT will compensate MSP for personnel, enforcement services and other obligations corresponding to the Express lanes as identified in Exhibit A and Exhibit D. MnDOT’s payment obligations for costs identified in Exhibit D-Part 1 are subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E.
- 3.2** MSP will not invoice MnDOT for costs identified in Exhibit D-Part 1. Costs identified in Exhibit D-Part 1 are shown for informational and budgeting purposes only, and will be charged directly to MnDOT’s budget utilizing Exhibit E, the Inter-Agency Request for State Employee Services Agreement.
- 3.3** MSP will invoice MnDOT for expenses identified in Exhibit D-Part 2.
- 3.4** MnDOT and MSP agree that costs incurred under this Agreement must not exceed the amount of estimated costs identified in the budget categories found in Exhibit D. The MnDOT and MSP authorized representatives may agree in writing, without an amendment, to adjust the budget in order to avoid incurred costs exceeding the amount of estimated costs in one or more of the budget categories, if the budget adjustment does not increase MnDOT’s total obligation under this Agreement.
- 3.5** The total obligation of MnDOT for all compensation and reimbursements to MSP for invoices under this Agreement and as identified in Exhibit D shall not exceed Nine Million Three Hundred Fifty Thousand Nine Hundred Twenty Nine and 48/100 Dollars (\$9,350,929.48)



**4 Conditions of Payment**

- 4.1** All services provided by MSP under this Agreement must be performed to MnDOT's satisfaction as determined at the sole and reasonable discretion of MnDOT's Authorized Representative identified in Clause 5.1.
- 4.2** MSP will submit an invoice to MnDOT utilizing SWIFT and MnDOT will remit payment to MSP using SWIFT's bilateral netting process, such invoice to include all required supporting documentation. The invoice will not be considered "received" within the meaning of Minnesota Statutes § 16A.124 until the invoice and supporting documents are received by MnDOT's Metro District Accounts Payable office at [MetroWEAccountsPayable.DOT@state.mn.us](mailto:MetroWEAccountsPayable.DOT@state.mn.us).
- 4.3** MnDOT will remit payment for undisputed charges to MSP within thirty (30) calendar days as required by Minnesota Statutes § 16A.124. If an invoice is incorrect or MnDOT disputes a charge, MnDOT will notify MSP in writing within ten (10) calendar days of discovering the error or questionable charge. MnDOT will remit payment to MSP within thirty (30) calendar days of receipt of a corrected invoice.

**5 Authorized Representatives**

- 5.1** MnDOT's Authorized Representative is the following person or his/her successor:

Name: Michael Friberg  
Title: Consultant Coordinator Metro  
Address: Minnesota Department of Transportation  
1500 West County Road B-2, Roseville, MN 55113  
Telephone: 651-234-7684  
Email Address: [Michael.friberg@state.mn.us](mailto:Michael.friberg@state.mn.us)

- 5.2** MnDOT's Project Manager is the following person or his/her successor:

Name: Kiet Ly  
Title: Senior Engineer  
Address: Minnesota Department of Transportation  
1500 West County Road B-2, Roseville, MN 55113  
Telephone: 651-234-7028  
Email Address: [Kiet.ly@state.mn.us](mailto:Kiet.ly@state.mn.us)

- 5.3** MSP's Authorized Representative is the following person or his successor:

Name: Lieutenant Paul Stricker  
Address: Minnesota Department of Public Safety; Minnesota State Patrol  
2005 North Lilac Drive  
Golden Valley, MN 55422-4038  
Telephone: 763.279.4565  
Email Address: [paul.stricker@state.mn.us](mailto:paul.stricker@state.mn.us)

**6 Amendments**

- 6.1** Any amendment to this Agreement, including changes to any Exhibits, 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 agreement, or their successors in office.

**7 Liability**

- 7.1** Each party will be responsible for its own acts and behavior and the results thereof to the extent permitted by law.
- 7.2** Each party will be responsible for its own employees for any claims made under the Workers Compensation Act.

**8 Termination**

- 8.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 8.2** Either party may immediately terminate this Agreement 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 other party. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, MSP will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**9 Force Majeure**

- 9.1** No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**1. STATE ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

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

Purchase Order Number: \_\_\_\_\_

**3. MINNESOTA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**2. MINNESOTA DEPARTMENT OF PUBLIC SAFETY;  
MINNESOTA STATE PATROL**

By: \_\_\_\_\_  
DocuSigned by:  
*Matthew Langer*  
(with delegated authority)

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

Date: 5/18/2020

**4. MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

## **EXHIBIT A**

### **Minnesota State Patrol (“MSP”) Scope of Work**

#### **1. MSP will:**

- Ensure a fully operational MnPASS Enforcement Team (“MnPASS Troopers”) comprised of the following:
  - FTE Minnesota State Patrol Troopers as specified in Exhibit D
  - One (1) FTE Minnesota State Patrol Station Sergeant
  - One (1) FTE Minnesota State Patrol Lieutenant
- Recruit, train, and equip future additional members for the enforcement team, as specified in Exhibit D, only when funding exists to operate an academy.
- Administer the selection and management of MnPASS Troopers, including backfilling any vacated position.
- Ensure all MnPASS Troopers work proactively in and around dedicated MnPASS Express lanes.
- Provide MnDOT a MnPASS Trooper assignment list, such list to be provided in advance.
- Provide MnDOT a revised MnPASS Trooper assignment list as soon as any changes are known to MSP.
- Review MnPASS enforcement activity to assure best practices, work effectiveness and work efficiency.
- Participate in public information and media efforts corresponding to MnPASS with MnDOT and DPS public information officers and enforcement coordinators as required, subject to approval of the DPS Communications Director or the Chief of the State Patrol.
- Ensure all MnPASS Troopers receive required annual training, including training required by the Minnesota POST Board, at the expense of the MSP.
- Provide MnPASS Troopers with standard MSP uniform and equipment issue as identified in Exhibit B, the MSP General Order Number 19-30-013, which is attached and incorporated into this Agreement.
- Provide MnDOT a copy of MSP General Order Number 19-30-013 anytime the General Order is amended.
- Respond to any MSP invoice inquiries or correct any MSP invoice errors identified by MnDOT within ten (10) calendar days of notification by MnDOT.
- Endeavor, but not guarantee, an average of no less than eighty percent (80%) minimum enforcement of the Express lanes.

#### **2. Standard Assigned Days and Hours of MnPASS Troopers Enforcement**

- **Assignment**  
MnPASS Troopers will be assigned by MSP to work full time (40 hour week) enforcing the Express lanes. The MnPASS Troopers will work Monday through Friday and assigned to one of the following shifts:  
Day Shift: 5:00 a.m. through 1:00 p.m.  
Afternoon Shift: 1:00 p.m. through 9:00 p.m.
- **Enforcement Hours**  
The MnPASS Troopers will provide enforcement of the designated Express lanes during the following hours of operation:
 


I-35E	6:00 a.m. through 10:00 a.m. and 3:00 p.m. through 7:00 p.m.
I-35W	6:00 a.m. through 10:00 a.m. and 3:00 p.m. through 7:00 p.m.
I-394	6:00 a.m. through 10:00 a.m. and 2:00 p.m. through 7:00 p.m.
- **State-Recognized Holidays**  
MSP will not provide enforcement on state-recognized holidays without prior written agreement with MnDOT. If the parties agree to enforcement on holidays, email notification between the parties will be sufficient notice and an amendment to this Agreement will not be required.
- **Overtime**  
MSP will not require available MnPASS Troopers to work overtime to cover vacant positions resulting from vacations, sick time, floating holidays, other contractually approved leave, and required training.

#### **3. MSP MnPASS Obligations in Addition to Standard Express Lane Enforcement**

The following MSP obligations in addition to standard Express lane enforcement include but are not limited to:

- Maintaining safe roadways in and around the MnPASS lanes
- Appearing at and testifying in court as required
- Maintaining MSP squad vehicles
- Completing MnPASS-related reports, activity logs, self-time entry, and statistical data as required
- Completing MnPASS-related administrative duties as required
- Setting up enforcement detail, saturations and events for successive and future shifts
- Providing enforcement saturations as coordinated between MnDOT and MSP
- Attending meetings and informational sessions about Express lanes and MnPASS enforcement
- Providing MnPASS training to other MSP Troopers and personnel as necessary

**EXHIBIT B**  
**Minnesota State Patrol General Order Number 19-30-013**

<b>GENERAL ORDER</b>		
	<b>Effective:</b> October 11, 2019	<b>Number:</b> 19-30-013
	<b>Subject:</b> UNIFORM AND PERSONAL EQUIPMENT ISSUE & TURN IN – TROOPERS	
	<b>Reference:</b> GO 30-003, 30-008, and 30-010	
	<b>Special Instructions:</b> Rescinds GO 18-30-013	<b>Distribution:</b> A,B,C

**I. POLICY**

The policy of the Minnesota State Patrol is to maintain a high regard for the accountability of the uniforms and equipment utilized by State Patrol Troopers. This General Order establishes the procedure for the issuance, replacement, and turn-in of uniforms and other personal equipment for all members.

**II. PROCEDURE FOR ORIGINAL ISSUES**

- A. During State Patrol Trooper Candidate School, a representative will size each candidate and submit the size records to the Department of Public Safety (DPS) Warehouse.
- B. Each trooper candidate may be eligible to be issued the items listed in Addendum 1.

**III. PROCEDURE FOR REPLACEMENT UNIFORM AND EQUIPMENT ORDERS**

- A. Troopers will be allowed replacement items per the schedule below, to be provided as necessary in the month corresponding with the last digit of their badge number as shown below. Replacement of items outside of this sequence must be justified on the requisition form.

Last Digit	Month	Last Digit	Month	Last Digit	Month	Last Digit	Month	Last Digit	Month
0	March	2	May	4	July	6	Sept	8	Nov
1	April	3	June	5	Aug	7	Oct	9	Dec

1. Annually:
  - 2 Shirts (any combination, short or long sleeve)
  - 2 Trousers
  - 1 Mock Turtleneck
  - 1 Trooper Hat, Straw
  - 1 Necktie
2. Every two years:
  - 1 Trooper Hat, Felt
3. Every three years:
  - 1 Maroon All-Season Jacket w/Liner
  - 1 Maroon All-Season Pant w/Liner
  - 1 Maroon Severe Weather Hat
- B. District/Section Commanders or their designee are to order the items described in this General Order and Addendum by submitting requisitions (include the stock numbers and description for each item) directly to the DPS Warehouse by e-mail. All personnel are to be responsible for current uniform sizes and street addresses for delivery (P.O. Boxes are not sufficient information for use by delivery services).
- C. Upon receipt of uniform items, the member shall ensure that all items fit properly and are free from any manufacturer's defects. Members must return any unsatisfactory items within 14 days of receipt for replacement. The packing slip must be attached to any returned items. Specify if a new size is needed.



19-30-013  
Page 2 of 2

- D. Whenever an item appears defective because of improper manufacture or faulty materials, it shall be returned (with original tags if applicable) to the DPS Warehouse, along with a request for replacement and a description of the problem.
- E. Stolen, lost, damaged or worn out equipment will be replaced by requisition and a brief memo to the appropriate District/Section Commander, explaining the circumstances of the replacement. See General Order 30-003 (Equipment, Use and Care) for information regarding reporting requirements.

#### **IV. PROCEDURE FOR TURN-IN OF EQUIPMENT AND UNIFORM PARTS**

- A. On or before the last day of employment, all members shall turn-in to their District/Section Commander all issued equipment (new and used) listed on Addendum 1 of this General Order.
- B. The District/Section Commander (or designee) shall deliver all uniforms and equipment listed on the turn-in sheet addendums as directed below. All items shall be returned from the district to the DPS Warehouse within one month of the last day of employment. A copy of the completed turn-in sheets shall be included with all uniforms and equipment returned to the DPS Warehouse.
- Addendum 1 (Personal Uniform and Equipment Turn-In)
  - Addendum 2 (Electronic Equipment Turn-In)
  - Addendum 3 (Firearms Related Equipment Turn-In) All firearms are to be turned in unloaded and in safe condition.
- C. The District/Section Commander will verify all squad equipment on Addendum 4 has been accounted for and turned in at the District Office. A copy of the completed turn-in sheet (Addendum 4) must be returned to the Fleet/Asset Lt. within one week of turn in. No parts or equipment will be traded or swapped without prior approval from HQ Fleet Section.
- D. Specialty Unit Commanders such as SRT, MRT, K-9, Recon, DRE, NAST (4700), VCU, Flight, and Honor Guard are responsible for insuring the collection of all issued equipment to members previously performing these duties.

#### **V. PROCEDURE FOR REPLACEMENT OF EQUIPMENT**

Any items that are not turned in within 30 days of the last day of employment will be charged to the appropriate district. The DPS Warehouse shall maintain an up-to-date record of the issue, receipt and correct size of each item of uniform and equipment for each member. The DPS Warehouse shall also determine that each individual orders and/or receives only the items eligible for issue as outlined in Addendum 1 of this General Order.

Approved:

SIGNED 10/11/2019

Colonel Matthew Langer,  
Chief Minnesota State Patrol

**MINNESOTA STATE PATROL**

Addendum 1

Number: 19-30-013

**PERSONAL UNIFORM AND EQUIPMENT TURN-IN****\*\*Unless otherwise indicated, all items issued, both new and used, must be returned to the DPS warehouse\*\*****UNIFORM ITEMS AND PATROL UNIT EQUIPMENT**

Item	Stock #	Quantity Eligible	Quantity Returned	Explanation
ACCIDENT INVESTIGATION & DAILY USE				
Accident Template	03-5005	1		
Form Holder (Aluminum)	03-8075	1		
Measuring Tape 25 Foot	03-5087	1		
Measuring Tape 100 Foot	03-5089	1		
Measuring Wheel (Roll-a-Tape)	03-5090	1		
Spray Paint Wand	03-5099	1		
Ticket Book Holder (Aluminum/Small)	03-8076	1		
Ticket Book Holder (Aluminum/Large, Henn. Co style)	03-8077	1		
Forms -1801/1821		Varies		Retain at District
AUTOMOTIVE TRUNK EQUIPMENT				
Barcode Scanner	01-1020	1		
Code Reader	01-1010	1		
Duty Bag (Cold Weather)	03-8050	1		
Extension Cord 50 Foot	01-4022	1		
Fire Extinguisher	01-4024	1		
Gauge – Tire Pressure	01-4029	1		
Gauge – Tire Depth	01-4030	1		
Jumper Cable	01-4032	1		
Jump Pack	01-4037	1		
- Charger	01-4036	1		
Shovel	01-4051	1		
Wheel Chock	01-4055	1		
Wheel Wrench 4-Ways	01-4056	1		
Wrecking Bar	01-4058	1		
BRASS + BADGES / MISC. UNIFORM ACCESSORIES/ ID				
Breast Badge		2		
Badge Rank _____	09-	2		

Hat Badge	09-4047	1		
Buckle	09-4048	1		
Collar Brass				
- MSP	09-1001	2		
- Rank (Sml) _____	09-	2		
- Rank (Lg) _____	09-	2		
Name Plate	N/A	2		
Pin Saver	09-4070	1		
Simichrome Polish	09-4073	1		
Tie Tack MSP	09-4049	1		
Whistle w/ Chain & Ring	09-4044	1		
Phone Card		1		
I.D. Card		1		
District Access Card		1		
CAMERAS, RADIOS, FLASHLIGHTS & ACCESSORIES				
Camera Asset # _____	03-2020/1	1		
- Bag	03-2068	1		
- Charger	03-3023	1		
- SD Card	03-2055	1		
- Batteries	03-2022	1		
		1		
Flashlight Pelican 8060	03-1062	1		
- Charger Base	03-1063	1		
- Charger Cord	03-1067	1		
- Battery	03-1058	1		
- Wand	03-1064	1		
		1		
Portable Radio APX6000	N/A	1		Retain at District
Portable Radio Charger	N/A	1		Retain at District
FIRST AID				
FIRST Aid Bag (Complete)	02-031	1		
AED (Automatic External Defibrillator)	02-039	1		
- Pads	02-040	2		
- Battery	02-038	1		
Tourniquet (CAT)	02-027	1		
Personal flotation device	02-	1		
Tourniquet holder		1		
Naloxone		2		
Naloxone carrying case		1		
RIOT/TACTICAL/TESTING EQUIPMENT & ACCESSORIES				
Alco-Sensor/PBT with Case	05-011	1		

Gas Mask	04-	1		
- Unisex (Small)	04-199			
- Unisex (Med)	04-200			
- Unisex (Lg)	04-201			
- <del>Canister</del> - Toxic	04-202	2		
- Carrier	04-204	1		

Handcuffs serial #	04-018	1		
- Keys	04-017	2		
Hazmat Kit (complete)	04-035	1		
- Suit	04-040			
- Bag	04-036			
- Boots	04-037			
- Duct Tape	04-039			
- Gloves	04-038			
Helmet/Riot	04-	1		
- Small/Medium	04-020			
- Large/X-Large	04-019			
- XX-Large/Jumbo	04-023			
Restraint	13-010			
Riot Stick	04-024	1		
Tactical Baton	04-027	1		
Tint Meter	05-020	1		
Tint Meter (No Roll Down)	05-021	1		
Verifier – D/L	05-025	1		
Vest – Hi-Vis Safety		1		
- Small/Medium	04-028			
- Large/ X-Large	04-030			
- XX-Large/XXX-Large	04-032			
- Battery	04-029			
- Charger	04-034			
Mace	N/A	1		
WEAPON ACCESSORIES				
Brush				
- M-16 (Bore)	06-2044			
- M-16 (Chamber)	06-2046			
- Pistol	06-2015			
- Toothbrush	06-2050			
Rod Cleaning				
- Pistol	06-3026			
- M-16	06-3048			
Tip Cleaning-Pistol	06-3025			
Earmuffs (ear hearing protection)	06-	1		
UNIFORM ITEMS				
Blouse	10-	1		
Hats				
- Straw	11-	1		
- Felt	11-	1		
- Severe Weather Hat	11-500	1		
- Rain Cover	09 -	N/A		
Jacket w/ Liner	12 -	1		
High Visibility Jacket	12-	1		

Leather Items				
- Gun Belt	13 -	1		
- Ammo	13-002	1		
- ASP	13-003	1		
- Flashlight	13-104	1		
- Handcuff	13-006	1		
- Mace	13-011	1		
- MIC	13-102	1		
- Phone	13-105	1		
- Radio	13-013	1		
- Glove Pouch	02-022	1		
- Trio Cell Phone Holder	13-103	1		
Holster				
- Glock (Left Hand)	13-081	1		
- Glock (Right Hand)	13-082	1		
- <del>Taser</del> (Left Hand)	13-085	1		
- <del>Taser</del> (Right Hand)	13-084	1		
Keepers (Belt)	13-004	4		
Sliding "D" Rings	13-012	2		
Strap Handcuff	13-008	1		
Sam Brown Belt Lower Strap	13-	1		
Sam Brown Belt Upper Strap	13-	1		
Neckties	09-	2		
Pants – Cold Weather	14-	2		
Parka (if issued)		1		
Rain Jacket	14-	1		
Shirt (Short Sleeve)	16-	Varies		
Shirt (Long Sleeve)	16-	Varies		
Trousers	17-	Varies		
Turtlenecks	15-	2		
Honor Guard				
- Hat Carrier				
- Hat Strap				
- Garment				

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Warehouse Personnel



Contract #1044198  
Mn State Patrol – MnPass Lanes Enforcement

MINNESOTA STATE PATROL	
Addendum 2	Number: 19-30-013
ELECTRONIC EQUIPMENT TURN-IN	

**FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:**

Item	Asset Number	Serial Number
Laptop <ul style="list-style-type: none"> <li>Power Cord</li> </ul>		
Digital Recorder Model #: <ul style="list-style-type: none"> <li>Leather Case</li> <li>Charging Base &amp; Cord</li> <li>USB Cable</li> <li>Manual</li> <li>XD Card</li> </ul>		
Air Card <ul style="list-style-type: none"> <li>Phone #</li> </ul>	ESN Hex:	ESN DEC:
Cell Phone Model: _____ <ul style="list-style-type: none"> <li>Phone # _____</li> <li>Charging Cable</li> <li>Cell phone belt holder</li> </ul>	HEX #:	DEC #:
USB Flash Drive:		N/A

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of Warehouse  
 Personnel

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of MSP ITEmployee

Contract #1044198  
Mn State Patrol – MnPass Lanes Enforcement

<b>MINNESOTA STATE PATROL</b>	
<b>Addendum 3</b>	<b>Number: 19-30-013</b>
<b>FIREARMS RELATED EQUIPMENT TURN-IN</b>	

**FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:**

Handgun (Glock 17 or 19)	N/A	1		Serial Number: Make & Model:  *Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.
	-Magazines	N/A	3	
	-Ammunition	N/A	Varies	
	-Carrying Case	N/A	1	
Handgun (Glock 26)	N/A	1		Serial Number: Make & Model:  *Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.
	-Magazines	N/A	2	
	-Ammunition	N/A	Varies	
	-Carrying Case	N/A	1	
Rifle	N/A	1		Serial Number: Make & Model:  *Retain ammunition at district.
	-Magazines	N/A	2	
	-Ammunition	N/A	Varies	
Taser	N/A	1		Serial Number: Make & Model:
	-Download Kit	N/A		
	-Holster	13-__		

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_

Signature

Printed Name

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

Supervisor: \_\_\_\_\_

Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Warehouse  
Personnel

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Weapons Coordinator

Contract #1044198  
Mn State Patrol – MnPass Lanes Enforcement

<b>MINNESOTA STATE PATROL</b>	
<b>Addendum 4</b>	<b>Number: 19-30-013</b>
<b>PATROL UNIT AND RELATED EQUIPMENT TURN-IN</b>	

**FOLLOWING ITEMS TO BE TURNED IN AT DISTRICT OFFICE:**

<b>ITEM:</b>	<b>Stock #</b>	<b>Asset #</b>	<b>Serial #</b>	<b>Comments:</b>
Squad Unit #: _____ • W/2 Keys	N/A		N/A	
Video System • WatchGuard & Body Mic.	01-2025			
	N/A			
800 MHz Radio (non-encrypted)	01-2200			
800 MHz Radio (encrypted)	01-2210			
Radar Unit • Stalker	01-2085			
	N/A			
Spare Tire		N/A	N/A	
Fire Extinguisher	01-4024		N/A	
Voyager Fuel Card	N/A	N/A	N/A	
Stop Sticks	01-4076	N/A	N/A	
Roof Mounted Roto-Beam (Class B/C/D squads)	01-2036		N/A	
D/L Card Reader	N/A		N/A	

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

**Other Items Not Included Above**

<b>Item</b>	<b>Stock #</b>	<b>Quantity Eligible</b>	<b>Quantity Returned</b>	<b>Comments:</b>

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Warehouse Personnel

## EXHIBIT C

### Minnesota Department of Transportation (“MnDOT”) Scope of Work

**1. MnDOT will:**

- Reimburse MSP for the hiring and academy training expenses directly corresponding to a MnPASS Trooper including the following:
  - Hiring selection process including testing costs, medical evaluations, etc.
  - Compensation package (salary and benefits) during the MnPASS Trooper’s attendance at the academy, subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E.
  - Educational, housing, meals and other subsistence expenses during the MnPASS Trooper’s attendance at the academy.
- In the event that academy attrition results in fewer graduates than patrol station vacancies, work with MSP to determine a mutually acceptable solution. In the event that additional members cannot be added to the MnPass enforcement team, MSP will reimburse MnDOT for any expenses paid to MSP for that academy.
- Subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E, pay FTE compensation (salary and benefits) of the MnPASS Troopers including, as required, overtime pay, vacation benefits, sick pay, holiday pay, paid parental leave, floating holiday pay and other contractually approved paid leave.
  - Lieutenant on-call pay (one day per week).
  - Any overtime expenses incurred by MnPASS Troopers including but not limited to court appearances and shift extensions on an as-needed basis.
  - MnPASS Troopers’ freeway pay.
  - MnDOT will not be responsible for severance pay of any MnPASS Trooper.
- Pay for MnPASS Troopers’ air cards and monthly “Smart Phone” services.
- Reimburse MSP for uniform and equipment issue items acquired by a MnPASS Trooper as identified in Exhibit B, MSP General Order Number 19-30-013.
- Purchase, during each State fiscal year and consistent with MSP’s fleet rotation policy, replacement vehicles for exclusive use by MnPASS Troopers. Purchase of the vehicles will be made following MnDOT’s consultation with the MSP Authorized Representative and the MSP Fleet Manager.
  - Recover from MSP 100% of the sale price of any MnPASS Trooper vehicle replaced due to MSP’s fleet rotation policy.
  - Pay for all operation and maintenance expenses incurred to maintain MnPASS Troopers’ vehicles to MSP fleet standards and damaged equipment not covered by an insurance claim reimbursement, all of which is covered under the “Squad Maintenance” category of Exhibit D.

Contract #1044198  
Mn State Patrol – MnPass Lanes Enforcement

## EXHIBIT D MnPASS Budget

MnDOT Contract No. 1044198

MnPASS Interagency Agreement with Minnesota State Patrol

### Part 1

Covered Under the Interagency Service request Form. These charges will come directly out of MnDOT's budget through payroll transactions.

	FY21	FY22	FY23	FY24	FY25	Notes
Academy Wages, Benefits and Comp Time	\$0.00	\$69,074.67	\$0.00	\$0.00	\$0.00	Academy Training Payroll, [January-May 2022] based on 24 Cadets
Troopers Upon Graduation [May-August]	\$0.00	\$30,564.78	\$0.00	\$0.00	\$0.00	May-August 2022
FY Enforcement [Jul-Jun] with 3% SS, 3% Recon & 2.6% FWY	\$1,067,121.19	\$1,118,284.85	\$1,331,291.49	\$1,397,856.06	\$1,467,748.86	7 FTE Trps, 1FTE Lt. FY21-FY22, 9 + 1 FY23-FY25
8% FTO Pay	\$0.00	\$2,815.44	\$0.00	\$0.00	\$0.00	8% pay increase for FTO instructor during FTO
Overtime Expenses	\$43,669.74	\$45,853.23	\$48,145.89	\$50,553.18	\$53,080.84	
Payroll Not to Exceed	\$1,110,790.93	\$1,266,592.97	\$1,379,437.38	\$1,448,409.24	\$1,520,829.70	

### Part 2

Items to be Billed By a SWIFT Invoice to MnDOT from DPS

	FY21	FY22	FY23	FY24	FY25	Notes
Academy Hiring Process*	\$0.00	\$8,713.09	\$0.00	\$0.00	\$0.00	Testing Costs, Medical Eval, Psych Eval, etc. Jan-May 2022
Housing, Meals, Rental Costs at Camp Ripley	\$0.00	\$70,265.94	\$0.00	\$0.00	\$0.00	Based on 24 Cadets
Squads Ford Interceptor SUV, Squad Build & Equip	\$125,500.00	\$188,250.00	\$197,662.50	\$207,545.63	\$217,922.91	2-FY21, 3 ea remaining FY, replace 3-4 years/prior to 120,000 miles
Squad Maintenance	\$21,000.00	\$22,050.00	\$23,152.50	\$24,310.13	\$25,525.64	Maint & Fuel based on \$2.40/gal
Troopers Uniforms & Equipment	\$42,500.00	\$44,625.00	\$46,856.25	\$49,199.06	\$51,659.01	
Air Cards	\$4,198.80	\$4,408.74	\$4,629.18	\$4,860.64	\$5,103.67	Provides Laptop Connectivity
9 phones/1 Smart Phone	\$2,758.80	\$2,896.74	\$3,041.58	\$3,193.66	\$3,353.34	
Administrative Overhead/Ancillary Costs	\$196,012.28	\$241,170.37	\$248,216.91	\$260,627.75	\$273,659.14	
Bill Total	391,969.88	\$582,379.88	\$523,558.92	\$549,736.87	\$577,223.71	
FY Total	1,502,760.81	\$1,848,972.85	\$1,902,996.30	\$1,998,146.11	\$2,098,053.41	
Contract Total	9,350,929.48					

\*Costs associated with Academy are total of 2-Cadets based on base Trooper pay.

Budget categories must not exceed their amount without written mutual agreement between parties to move an among between categories

The total agreement cannot exceed the total agreement amount without an amendment



Contract #1044198

Mn State Patrol – MnPass Lanes Enforcement

## EXHIBIT E Inter-Agency Agreement



### Inter-agency Request for State Employee Services

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MN Dept of Transportation (MnDot)** (requesting agency) and **MN Dept of Public Safety - State Patrol** (home department). The parties hereto agree as follows:

1. **MN State Patrol** (home department) agrees that it shall provide \_\_\_\_\_ (name of employee), who is qualified to perform the tasks set out in section 2 below.
2. Description of tasks to be performed (include dates and number of hours anticipated):  
MSP will provide enforcement services for MnPASS Express lanes during hours of operations as defined in MnDot agreement No. 1002179
3. Employee Information: Name: \_\_\_\_\_ Employee ID Number: \_\_\_\_\_  
  
Present Job Classification (title and class code): **State Patrol Trooper** Appt. No. \_\_\_\_\_ Position #: \_\_\_\_\_ Hourly Rate: \$ \_\_\_\_\_
4. Appointment Information (check one):  

☒ This assignment will result in an appointment to the  
appointment requesting agency ☐  
home agency ☒

☐ This assignment will not result in an  
to the requesting agency, or home agency.

Appointment is effective \_\_\_\_\_ thru (and including) \_\_\_\_\_.

<p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____ (explain if necessary) _____</p> <p>Approved by: Name: _____ Date: _____</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p>	<p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund: Per Agreement with DOT Financial Dept ID: _____  Appropriation ID: _____ Statewide Cost: _____</p> <p>(Check One):</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of \$ _____ per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p>
---	--

In CONSIDERATION for the performance of the tasks set out above **MN Dept of Transportation** (requesting agency) shall pay \_\_\_\_\_ (employee name) an amount not to exceed \$ \_\_\_\_\_.

#### Approvals

Requesting Agency, by \_\_\_\_\_ Date \_\_\_\_\_

Service Agency, by \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

PE-00268-08 (3/10)



MnDOT Contract #: 1044359

**STATE OF MINNESOTA  
INTERAGENCY CONTRACT**

Project Description: FIRST Netmotion VPN services using MN State Patrol Server

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Department of Public Safety/Minnesota State Patrol ("DPS/MSP").

**Contract**

---

**1. Term of Contract; Incorporation of Exhibits**

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on 06/30/2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

**2. Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 1501.
- 2.2 This agreement will allow MnDOT access and use of the DPS State Patrol's NetMotion VPN (Virtual Private Network) services to access the Mobile for Public Safety (MPS) program. The service will be primarily used by MnDOT's First Response vehicles.

**3. Consideration and Payment**

- 3.1 MnDOT will pay DPS \$5,040.00 when invoiced annually on July 1 for five years.
- 3.2 DPS must submit invoices electronically for payment, using the format set forth in Exhibit A.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Contract will be \$25,200.00.

**4. Conditions of Payment**

- 4.1 All services provided by MSP under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 MSP will submit an invoice to MnDOT utilizing SWIFT and MnDOT will remit payment to MSP using SWIFT's bilateral netting process, such invoice to include all required supporting documentation. The invoice will not be considered "received" within the meaning of Minnesota Statutes § 16A.124 until the invoice and supporting documents are received by MnDOT's Metro District Accounts Payable office at [MetroWEAccountsPayable.DOT@state.mn.us](mailto:MetroWEAccountsPayable.DOT@state.mn.us).

**5. Contract Personnel****5.1 MnDOT's Authorized Representative will be:**

Name/Title: John McClellan, Project Manager or successor  
MnDOT - Metro/RTMC  
Street Address: 1500 West County Road B-2  
City State Zip: Roseville, MN 55113  
Telephone: (651) 234-7025  
Email: [John.McClellan@state.mn.us](mailto:John.McClellan@state.mn.us)

**5.2 DPS/MSP's Authorized Representative will be:**

Name/Title: Dawn Quirk, Headquarters Supervisor, or successor  
Name of Agency: Minnesota Department of Public Safety  
Street Address: 445 Minnesota Street  
City State Zip: St. Paul, MN 55101  
Telephone: (651) 201-7107  
Email: [Dawn.Quirk@state.mn.us](mailto:Dawn.Quirk@state.mn.us)

**6. Amendments**

- 6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

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

MnDOT Contract #: 1044359

**DPS**

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 6/29/2020

DocuSigned by:  
*Matthew Langer*  
8176F69DD4C24BD...

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

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

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

SWIFT Contract # 179155

SWIFT Purchase Order # 3000542473

**MNDOT CONTRACT MANAGEMENT**

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

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: [ ]%  
 Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*
5. E-mail the invoice package, in .pdf, to [MetroWEAccountsPayable.DOT@state.mn.us](mailto:MetroWEAccountsPayable.DOT@state.mn.us)

MnDOT Contract Number: 1044359

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2025

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

SP Number: N/A

TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Fiscal Year 2021 Amount:	\$ 5,040.00			
2. Fiscal Year 2022 Amount:	\$ 5,040.00			
3. Fiscal Year 2023 Amount:	\$ 5,040.00			
4. Fiscal Year 2024 Amount:	\$ 5,040.00			
5. Fiscal Year 2025 Amount:	\$ 5,040.00			
<b>Net Earning Totals:</b>	\$25,200.00			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1501			
<b>Total**</b>			

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

Contractor: **Department of Public Safety/Minnesota State Patrol, (DPS/MSP)**

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

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

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

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



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

Project Identification: State Bicycle Map Mobile Application

This contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Geospatial Information Office ("MnGeo").

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on December 31, 2020, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 6278.
- 2.2. MnGeo will perform the tasks and provide the deliverables described in Exhibit A.

**3. Consideration and Payment**

- 3.1. MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2. The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$18,183.00.

**4. Conditions of Payment**

- 4.1. All services provided by MnGeo under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: Kelly Arneson  
Address: 395 John Ireland Blvd.  
Saint Paul, MN 55155  
Telephone: 651-366-4774  
E-Mail: [Kelly.Arneseon@state.mn.us](mailto:Kelly.Arneseon@state.mn.us)

5.2. MnDOT's Project Manager will be:

Name/Title: Michael Petesch  
Address: 395 John Ireland Blvd.  
Saint Paul, MN 55155  
Telephone: 651-366-4197  
E-Mail: Michael.Petesch@state.mn.us

5.3. MnGeo Authorized Representative will be:

Name/Title: Dan Ross  
Address: 658 Cedar St.  
Saint Paul, MN 55155  
Telephone: 651-757-2550  
E-Mail: dan.ross@state.mn.us

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
  - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
  - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

**MNGEO**

Signed: Tracy Gerasch

Title: Procurement Director

Date: 7/1/2020

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

The purpose of this agreement is to perform discovery and scoping for a bikeway trails web mapping solution.

### **Task Descriptions**

MnGeo will perform the following tasks:

#### **1. Project Administration and Support**

Within the constraints of this task's budget, and in consultation with MnDOT staff, MnGeo will provide the following services:

- 1.1 A scheduled, 1hr check-in every 2 weeks (that can be waived or supplemented by others if needed) with MnDOT Point of Contact (POC).
- 1.2 When necessary, meet with MnDOT staff to discuss issues that have arisen.
- 1.3 Provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.4 MnGeo will develop a schedule to share with MnDOT and show completion of all tasks by the expiration date.

#### **2. Discovery with MnGeo and MnDOT Staff**

- 2.2 Hold 2 discovery meetings at beginning of project with MnDOT staff, MnGeo Project Manager and Business Analyst. The goal of these meetings will be to understand and compile the needs of the MnDOT as it pertains to bike and pedestrian trail solution.
- 2.3 Review Department of Natural Resources (DNR) Great Outdoors and any other application MnGeo has worked on that might be a solution.

Deliverables:

- Knowledge transfer
- Discovery document which will be used to create the scope of work for solution

#### **3. Review bike and pedestrian trail standards**

- 3.1 Review the current bike and pedestrian trail standard to understand how it will be used.

Deliverables:

- Knowledge transfer

#### **4. Scope of Work**

- 4.1 Create a detailed scope of work and schedule for the development of the application and add an amendment for this work.

Deliverables

- Detailed Scope of Work for solution

**MnDOT deliverables, duties and responsibilities: Under the terms of this contract, MnDOT will:**

- Have the Bike and Pedestrian trails data standard through a public review process so it can be used for the mobile solution.

- Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT's Project Manager.
- Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.

*The remainder of the page was intentionally left blank.*



<b>Task 1: MnGeo Project Administration and Support</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
GIS - Advanced - 8PSMG3	40	\$95.70	\$3,828.00
<b>2. Discovery with MnGeo and DOT Staff</b>			
GIS - Advanced - 8PSMG3	60	\$95.70	\$5,742.00
<b>3. Review bike and ped trail standards</b>			
GIS - Advanced - 8PSMG3	10	\$95.70	\$957.00
<b>4. Scope of Work</b>			
GIS - Advanced - 8PSMG3	80	\$95.70	\$7,656.00
<b>Total</b>	<b>190</b>	<b>\$95.70</b>	<b>\$18,183.00</b>



MnDOT Contract Number: 1044362

**AMENDMENT NUMBER 01 TO MnDOT CONTRACT NUMBER:1044362**

Contract Start Date: July 7, 2020	Original Contract Amount:	\$18,183.00
Original Contract Expiration Date: December 31, 2020	Previous Amendment(s) Total:	\$N/A
Current Contract Expiration Date: December 31, 2020	Current Amendment Amount:	\$32,615.70
New Contract Expiration Date: June 30, 2021	Total Amended Contract Amount:	\$50,798.70

**Project Identification:** State Bicycle Map Mobile Application

This amendment is by and between Minnesota Department of Transportation ("MnDOT") and Minnesota Geospatial Information Office ("MnGeo").

**RECITALS**

1. State has a contract with MnGeo identified as MnDOT Contract Number 1044362 ("Original Contract"). Contract is for MnGeo to perform discovery and scoping for a bikeway trails web mapping solution.
2. Amendment is to add tasks and deliverables for creating an interactive mapping application for bikeway and trails to this contract and the budget associated with the additional tasks.
3. State and Contractor are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticles 1.2-1.3 are amended as follows:**

- 1.2. **Expiration Date:** This contract will expire on ~~December 31, 2020~~ **June 30, 2021**, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits ~~A and B~~ **A1 and B1** are attached and incorporated into this contract.

**REVISION 2. Subarticle 2.2 is amended as follows:**

- 2.2 MnGeo will perform the tasks and provide the deliverables described in Exhibit A **A1**.

**REVISION 3. Subarticles 3.1-3.2 are amended as follows:**

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit ~~B~~ **B1**.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed ~~\$18,183.00~~ **\$50,798.70**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

MnDOT Contract Number: 1044362

**STATE ENCUMBRANCE VERIFICATION**

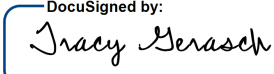
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

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

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

**CONTRACTOR**

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

Signed:  \_\_\_\_\_  
58BF08075AF0441...

Title: Procurement Director

Date: 1/25/2021

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

The purpose of this agreement is to perform discovery and scoping for a bikeway trails web mapping solution.

### **Task Descriptions**

MnGeo will perform the following tasks:

#### **1. Project Administration and Support**

Within the constraints of this task's budget, and in consultation with MnDOT staff, MnGeo will provide the following services:

- 1.1 A scheduled, 1hr check-in every 2 weeks (that can be waived or supplemented by others if needed) with MnDOT Point of Contact (POC).
- 1.2 When necessary, meet with MnDOT staff to discuss issues that have arisen.
- 1.3 Provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.4 MnGeo will develop a schedule to share with MnDOT and show completion of all tasks by the expiration date.

#### **2. Discovery with MnGeo and MnDOT Staff**

- 2.1 Hold 2 discovery meetings at beginning of project with MnDOT staff, MnGeo Project Manager and Business Analyst. The goal of these meetings will be to understand and compile the needs of the MnDOT as it pertains to bike and pedestrian trail solution.
- 2.2 Review Department of Natural Resources (DNR) Great Outdoors and any other application MnGeo has worked on that might be a solution.

Deliverables:

- Knowledge transfer
- Discovery document which will be used to create the scope of work for solution

#### **3. Review bike and pedestrian trail standards**

- 3.1 Review the current bike and pedestrian trail standard to understand how it will be used.

Deliverables:

- Knowledge transfer

#### **4. Scope of Work**

- 4.1 Create a detailed scope of work and schedule for the development of the application and add an amendment for this work.

Deliverables

- Detailed Scope of Work for solution

**MnDOT deliverables, duties and responsibilities: Under the terms of this contract, MnDOT will:**

- Have the Bike and Pedestrian trails data standard through a public review process so it can be used for the mobile solution.

- Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT's Project Manager.
- Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.

### ***Amendment 01***

#### **5. Development, Training, Project Administration/Management**

To create an interactive mapping application for bikeways and trails which was scoped from the discover effort completed for the initial contract.

#### ***Tasks***

Within the constraints of this task's budget, and in consultation with MnDOT staff, MnGeo will provide the following services;

##### **5.1. Data Management**

- 5.1.1 Extract, transform and load (ETL) data to MN Geospatial Advisory Council (GAC) Trails and Bikeways Data Standard File Geodatabase.
- 5.1.2 Create additional data fields where necessary to handle required data that may not be present in original dataset.
- 5.1.3 Publish data to ArcGIS online as a hosted feature layer, configure hosted feature layer and create metadata.
- 5.1.4 Plan development lifecycle processes and documentation for project team and,
- 5.1.5 Implement production and non-production environments.

#### **Deliverables:**

- 1. File Geodatabase.
- 2. Hosted feature layer on ArcGIS online.

##### **5.2. Map and Application Setup and Configuration**

- 5.2.1 Identify a suitable map and mobile friendly application template.
- 5.2.2 Develop web map and application on ArcGIS Online with required configurations agreed on during the scoping phase of the project.
- 5.2.3 Deploy map and application.
- 5.2.4 Perform testing.

#### **Deliverables:**

- 1. Functional web map and application.
- 2. Test document.
- 3. Option(s) to use maps offline (i.e. download as geolocated PDFs useable in Avenza, etc.)

##### **5.3. Training**

- 5.3.1 MnGeo will train DOT staff on how to perform tasks related to updating data hosted on ArcGIS online.

#### **Deliverables:**

- 1. Knowledge transfer.



**5.4. Project Administration and Project Management**

- 5.4.1 MnGeo will assign a project manager to oversee the day-to-day administration of the project. A business analyst will also be assigned to the project to ensure that requirements are being collected, documented and communicated to technical resources working on the project. The business analyst and project manager will also coordinate testing of the application.

**Deliverables:**

1. A standing meeting twice a month or every other week with MnDOT staff will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by MnDOT's primary contact. These meetings can be moved or canceled as needed.
  2. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 5.5. **MnDOT deliverables, duties and responsibilities: Under the terms of this agreement, MnDOT will:**
1. Deliver the Bike and Pedestrian trails data required for this project.
  2. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT's primary contact.
  3. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
  4. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

*The remainder of the page was intentionally left blank.*

MnDOT Contract No. 1044362

Exhibit B1

Budget Details

<b>Task 1: MnGeo Project Administration and Support</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>
GIS - Advanced - 8PSMG3	40	\$95.70	\$3,828.00
<b>2. Discovery with MnGeo and DOT Staff</b>			
GIS - Advanced - 8PSMG3	60	\$95.70	\$5,742.00
<b>3. Review bike and ped trail standards</b>			
GIS - Advanced - 8PSMG3	10	\$95.70	\$957.00
<b>4. Scope of Work</b>			
GIS - Advanced - 8PSMG3	80	\$95.70	\$7,656.00
<b>5. Development, Training, Project Administration/Management</b>			
GIS Intermediate 8PSMG2	204	\$80.60	\$16,442.40
GIS Advanced- 8PSMG3	169	\$95.70	\$16,173.30
<b>Total</b>	<b>563</b>		<b>\$50,798.70</b>

## STATE OF MINNESOTA

### LEASE

LEASE NO. **12326-A**  
MNDOT Contract Number 1044373

THIS LEASE is made by and between the State of Minnesota, Department of Administration, acting for the benefit of the Department of Transportation, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease state owned property;

NOW THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described land and buildings located in the City of Plymouth, County of Hennepin, Minnesota 55447. A tract of land containing approximately 17.9 acres ("Land") and the buildings ("Buildings"), as described below and shown on the attached Exhibit A, with a street address of 2455 Fernbrook Lane; comprised of the following:

<u>Leased Premises</u>	<u>Square Footage</u>	<u>Exhibit</u>
Main Driver Vehicle Facility ("Facility")	6,130	B
Shed	179	C
Roads	232,681	D
Parking Lots	51,003	E

The Land and the Buildings collectively shall hereinafter be referred to as the Leased Premises ("Leased Premises").

2. **USE** Tenant shall use and occupy the Leased Premises only as a driver and vehicle examination station and related activities.
3. **TERM** The term of this Lease is five (5) years, commencing July 1, 2020 and continuing through June 30, 2025 ("Lease Term").

4. **RENT**

4.1 **Rent Payment** As rent for the Leased Premises and in consideration for all covenants, representations and conditions of the Lease, Tenant shall pay Landlord for the Lease Term the sum of fifty one thousand and no/100 dollars (\$51,000.00) payable in equal monthly payments of eight hundred fifty and no/100 dollars (\$850.00).

4.2 **Rent Adjustment Statement** Landlord and Tenant acknowledge they are parties to Lease 11800-A for the rental of the Leased Premises through June 30, 2020 ("Current Lease"). Pursuant to Section 4.3 of the Current Lease, Landlord is required to provide Tenant a Rent Adjustment Statement no later than September 1, 2020. Landlord agrees to provide a final Rent Adjustment Statement for the Current Lease no later than September 1, 2020 and Landlord and Tenant agree to comply with the terms and conditions of Paragraph 4.3 of the Current Lease as full and final settlement of the Current Lease

4.3 **Rent Billing Address** All original bills and statements from Landlord to Tenant shall be mailed or personally delivered to:

Accounts Payable  
Department of Public Safety  
445 Minnesota St #126  
St Paul MN 55101-5126

4.4 **Rent Payment Address** Tenant agrees to pay Landlord the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

Financial Operations  
Department of Transportation  
395 John Ireland Blvd MS 215  
St Paul MN 55155-1899

4.5 Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

5. **TERMINATION**

5.1 **Funding** In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days written notice.

5.2 Any Reason Notwithstanding Section 5.1 above, this Lease may be terminated by Tenant for any reason at any time upon giving number sixty (60) days prior written notice to Landlord.

6. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

6.1 Personal Property Any equipment and furniture, including, but not limited to, moveable partitions, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted.

6.2 Alterations, Additions and Improvements

- a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.
- b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 6.1 a. above.

6.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove said cabling.

7. **TENANT REQUESTED ALTERATIONS**

7.1 In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall obtain Landlord's written approval for such Alterations and such Alterations shall be arranged through Landlord as follows:

- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.



- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
  - (i) Alterations totaling \$2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
  - (ii) Alterations totaling \$2,500.01 through \$8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
  - (iii) Alterations of \$8,000.01 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

7.2 Upon completion of the Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

8. **DUTIES OF TENANT** Except as otherwise provided herein, Tenant, at its sole cost and expense, shall:

- 8.1 Maintain in working condition all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork at its cost and expense.
- 8.2 Make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, including any improvements to the Leased Premises.
- 8.3 Hire a property management company if desired.
- 8.4 Bear the cost of heat, electricity, air conditioning, gas, fiber, sewer and water.
- 8.5 Bear the cost of janitorial services, including window washing and related supplies.
- 8.6 Bear the cost of trash and recycling services.
- 8.7 Provide and maintain adequate exterior lighting in the parking lots, roads of the Leased Premises, and building entrance/exits. Replace ballasts, starters and bulbs.
- 8.8 Allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 8.9 Observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service.

- 8.10 Promptly remove debris from grounds, walkways and parking lots.
- 8.11 Provide snow removal to the Leased Premises, including sidewalks and pedestrian routes.
- 8.12 Perform lawn mowing, proper disposal of grass clippings, leaves, litter, and irrigation.
- 8.13 Maintain and provide security services in accordance with a schedule established by Tenant;
- 8.14 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law. The laws of the State of Minnesota shall govern this Agreement.
- 8.15 Tenant shall not sublease, transfer, assign or allow any other person or entity operating rights to the Leased Premises other than other State of Minnesota entities under this Agreement without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.
9. Energy Conservation In the event any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that Tenant shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities within the meaning of this article include heat, cooling, electricity, water and all the sources of energy required to provide said service.
10. Disability Access Guidelines Tenant agrees to provide and maintain the Leased Premises and the Buildings of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements, including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
11. **INSURANCE**
- 11.1 Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.
- 11.2 Tenant agrees that Landlord assumes by this Lease no liability for loss of Tenant's personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to Landlord's negligence, acts or omissions as determined by a court of law.
12. **DESTRUCTION** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable, or Tenant is unable to conduct its business, the rent shall be abated from the

time of such damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord such amount of time as Tenant deems reasonable to restore the damaged Leased Premises to a tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days written Notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.

13. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Lease.
14. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Buildings of the Leased Premises. In addition, Landlord and Tenant shall not permit e-cigarettes, vaping, or chewing tobacco in the Buildings of the Leased Premises.
15. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**
  - 15.1 Landlord must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to Landlord and Tenant.
  - 15.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If Landlord receives a request to release the data referred to in this Clause, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely and, if Landlord denies access to the data, that Landlord's response references the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.
16. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

17. **AUTHORIZED REPRESENTATIVES**

Tenant's Authorized Representatives are as follows:

Deb Carlson	Andrea Fasbender
DPS	DPS
445 Minnesota St #183	445 Minnesota St #183
St Paul MN 55101	St Paul MN 55101
Ph. #: 651-201-7624	Ph. #: 651-201-7666
<a href="mailto:debra.carlson@state.mn.us">debra.carlson@state.mn.us</a>	<a href="mailto:andrea.fasbender@state.mn.us">andrea.fasbender@state.mn.us</a>

Landlord's Authorized Representative is as follows:

Mark Pavelich  
MnDOT  
1500 West Co Rd B2  
Roseville MN 55113  
Ph. #: 651.234.7731  
[mark.pavelich@state.mn.us](mailto:mark.pavelich@state.mn.us)

18. **NOTICES**

18.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address provided below.

- a. when personally delivered to the addressee, or
- b. when delivered by email to the following: [mark.pavelich@state.mn.us](mailto:mark.pavelich@state.mn.us), or
- c. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- d. one (1) business day after deposited with an overnight courier service.

18.2 Mailing Addresses:

Landlord:  
Financial Operations  
Department of Transportation  
395 John Ireland Blvd MS 215  
St Paul MN 55155-1899  
[mark.pavelich@state.mn.us](mailto:mark.pavelich@state.mn.us)

Tenant:  
Department of Administration  
Real Estate and Construction Services  
50 Sherburne Ave, Room 309  
St Paul MN 55155

**EXHIBITS:**

Exhibit A	Leased Premises
Exhibit B	Main Driver Vehicle Facility
Exhibit C	Shed
Exhibit D	Roads
Exhibit E	Parking Lots



IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:

STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of  
Transportation

By *Tracy Waldrop, Lease Supervisor*  
Real Estate and Construction Services

Date 06-30-2020

TENANT:

STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of  
Public Safety

By *Tracy Waldrop, Lease Supervisor*  
Real Estate and Construction Services

Date 06-30-2020  
("Execution Date")

APPROVED:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Michael Digitally signed by Michael  
Barnes Barnes  
Date: 2020.06.30 14:11:29  
-05'00'  
Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By *Larry Fernald*  
Title CFO

Date 6/26/2020

MnDOT CONTRACT MANAGEMENT

By Ryan Digitally signed  
Title Gaulke by Ryan Gaulke  
Date 2020.06.30  
14:21:35 -05'00'

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds are encumbered as required by  
Minn. Stat. §16A.15 and §16C.05.

By *Ash Sch*  
Date 26 June, 2020

SWIFT P.O. FY21

Contract No. 179235

## LEASED PREMISES



## MAIN DRIVER VEHICLE FACILITY

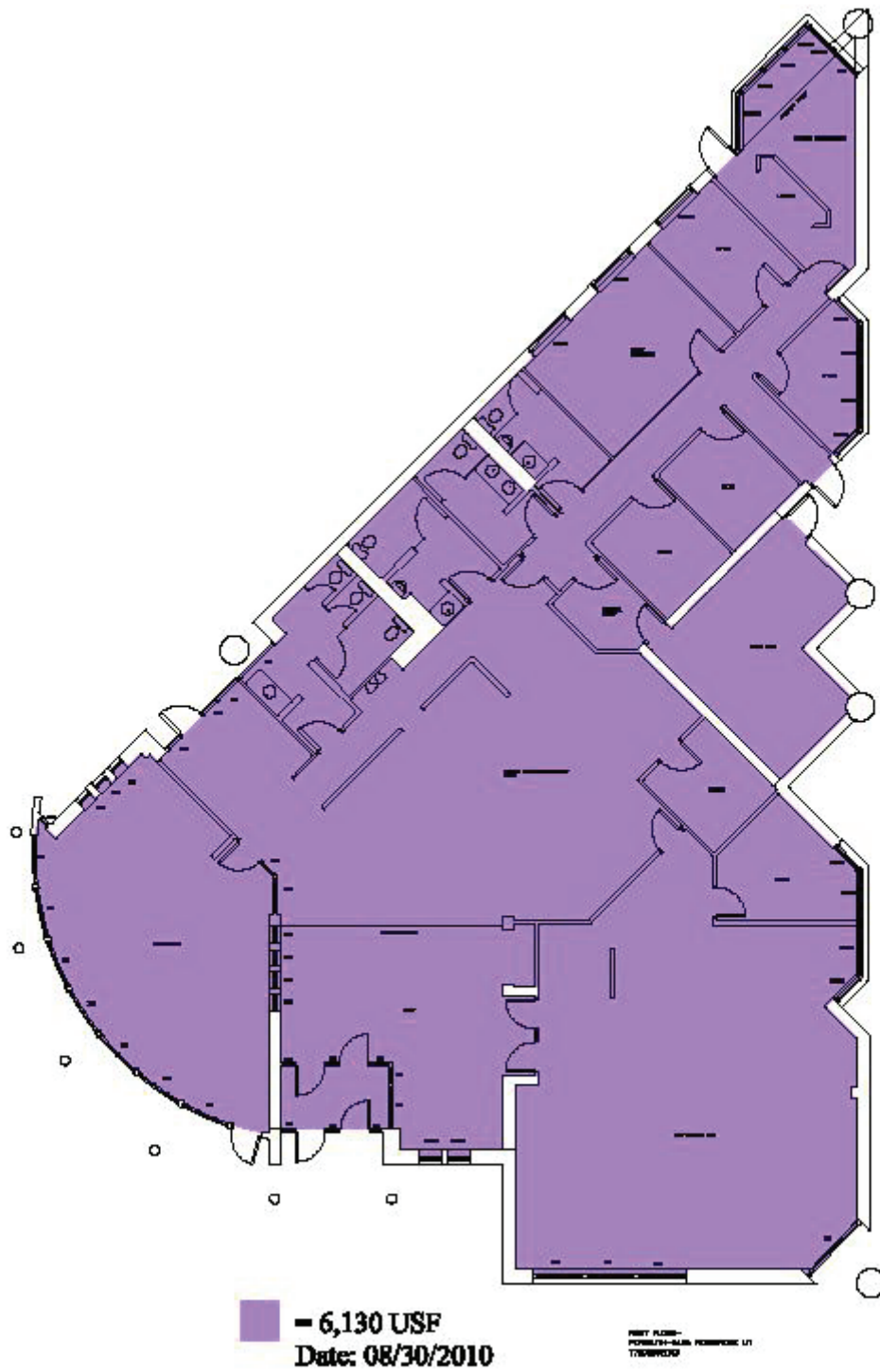
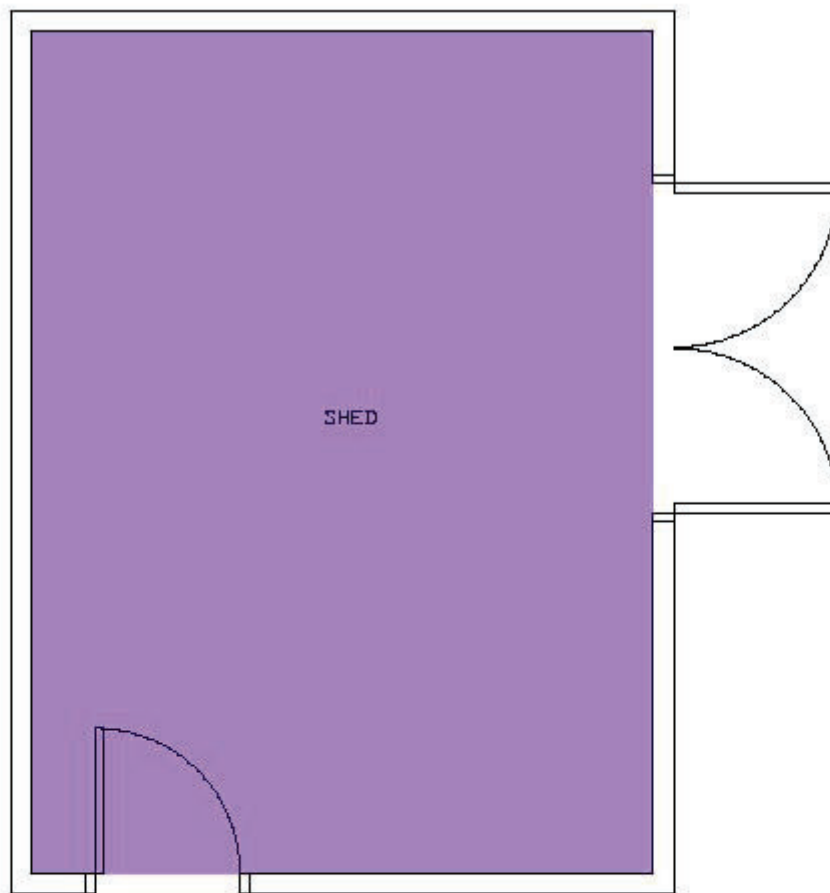


EXHIBIT B

**SHED**



**= 179 USF**

**Date: 08/30/2010**

FIRST FLOOR—  
PLYMOUTH—2455 FERNBROOK LN  
T7900092047

**EXHIBIT C**



ROADS

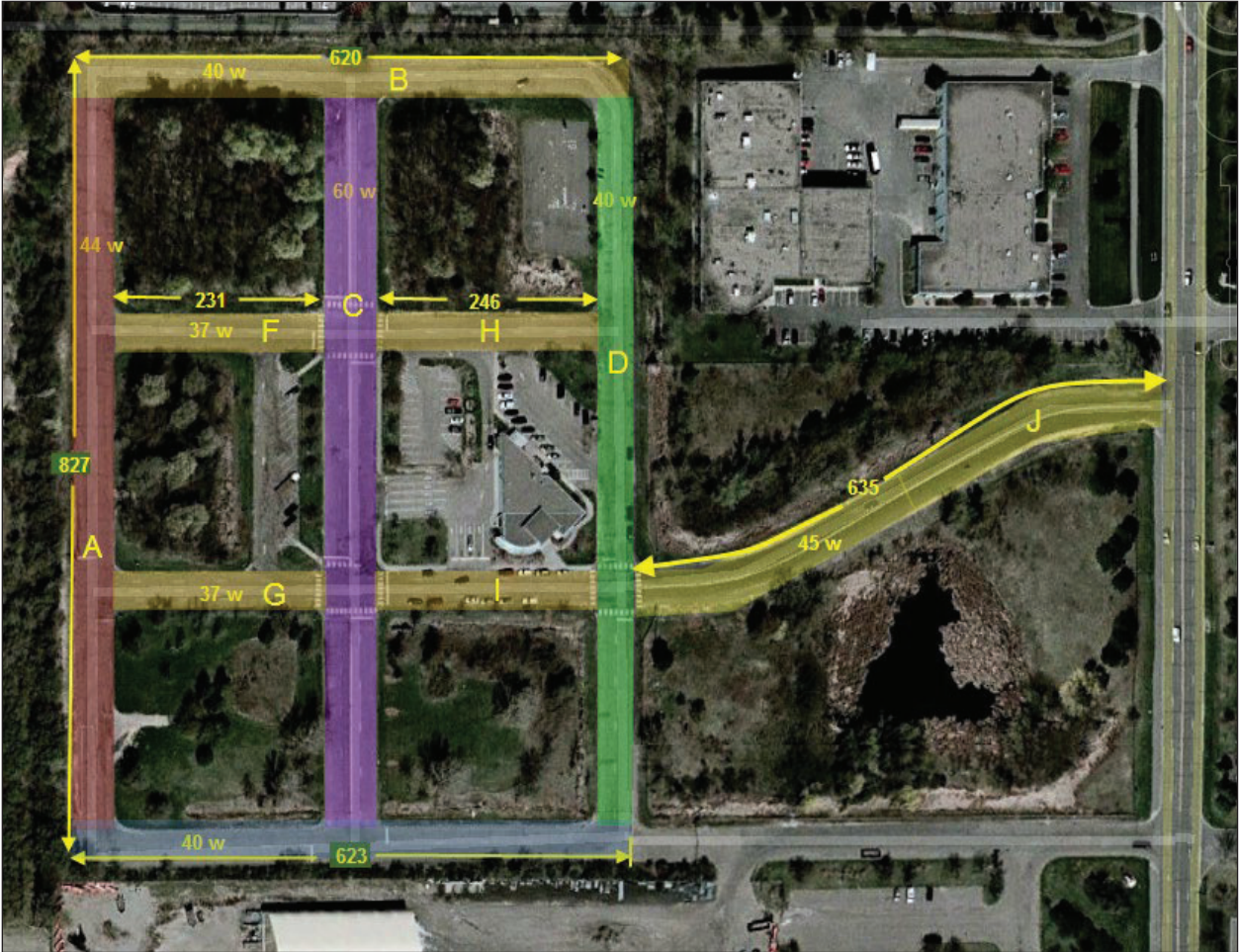


EXHIBIT D



**PARKING LOTS**



**STATE OF MINNESOTA****AMENDMENT OF LEASE**Amendment No. 1 toLease No. 12326-A

MNDOT Contract Number 1044373

THIS AMENDMENT No. 1 to Lease No. 12326 is made by and between the State of Minnesota, Department of Administration, hereinafter referred to as Landlord, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety, Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 12326-A dated June 30, 2020, involving the lease of the following described land and buildings located in the City of Plymouth, County of Hennepin, Minnesota 55447. A tract of land containing approximately 17.9 acres ("Land") and the buildings ("Buildings"), as described below, with a street address of 2455 Fernbrook Lane; comprised of the following:

<u>Leased Premises</u>	<u>Square Footage</u>	<u>Exhibit</u>
Main Driver Vehicle Facility ("Facility")	6,130	B
Shed	179	C
Roads	232,681	D
Parking Lots	51,003	E
The Land and the Buildings collectively shall hereinafter be referred to as the Leased Premises ("Leased Premises").		

WHEREAS, Landlord and Tenant parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12326-A, effective as of the date set forth hereinafter.

1. **2018 RECONCILIATION** Landlord and Tenant hereby agree that for the period July 1, 2017 and continuing through June 30, 2018 ("FY18"), the rent adjustment is calculated as follows:

- 1.1 Actual Rent Payments Landlord and Tenant hereby agree that Tenant paid Landlord rent for the period July 1, 2017 through June 30, 2018 the amount of \$72,000.00.
- 1.2 Actual Operating Expenses Landlord and Tenant hereby agree that the actual operating expenses for FY18 are \$55,672.15 as set forth on the attached Exhibit F.
- 1.3 Rent Credit Landlord and Tenant hereby agree that Tenant overpaid for operating costs for FY18 in the amount of \$16,327.85 ("Overpayment").
2. **2019 RECONCILIATION** Landlord and Tenant hereby agree that for the period July 1, 2018 and continuing through June 30, 2019 ("FY19"), the rent adjustment is calculated as follows:
  - 2.1 Actual Rent Payments Landlord and Tenant hereby agree that Tenant paid Landlord rent for the period July 1, 2018 through June 30, 2019 the amount of \$72,000.00.
  - 2.2 Actual Operating Expenses Landlord and Tenant hereby agree that the actual operating expenses for FY19 are \$82,904.00 as set forth on the attached Exhibit G.
  - 2.3 Additional Rent Due to Landlord Landlord and Tenant hereby agree that Tenant under paid for operating costs for FY19 in the amount of \$10,904.00 ("Underpayment").
3. **2020 RECONCILIATION** Landlord and Tenant hereby agree that for the period July 1, 2019 and continuing through June 30, 2020 ("FY20"), the rent adjustment is calculated as follows:
  - 3.1 Actual Rent Payments Landlord and Tenant hereby agree that Tenant paid Landlord rent for the period July 1, 2019 through June 30, 2020 the amount of \$72,000.00.
  - 3.2 Actual Operating Expenses Landlord and Tenant hereby agree that the actual operating expenses for FY20 are \$83,043.98 as set forth on the attached Exhibit H.
  - 3.3 Additional Rent Due to Landlord Landlord and Tenant hereby agree that Tenant under paid for operating costs for FY20 in the amount of \$11,043.98 ("Underpayment").
4. **FINAL RECONCILIATION OF LEASE 11800-A** Landlord and Tenant hereby agree that the Final Reconciliation of Operating Costs under the prior lease 11800-A, which ended June 30, 2020, is thirty five thousand thirty one and 45/100 dollars (\$35,031.45), as shown on the attached Exhibit H and as outlined below:

FY17 Underpayment by Tenant	(\$29,411.32)
FY18 Overpayment by Tenant	\$16,327.85
FY19 Underpayment by Tenant	(\$10,904.00)
FY20 Underpayment by Tenant	<u>(\$11,043.98)</u>
Final Operating Cost Payment due to Landlord	(\$35,031.45)

Pursuant to Paragraph 4.2 of the Lease, Landlord and Tenant agree that as detailed above in the Final Reconciliation of Lease 11880-A, Tenant shall pay Landlord as full and final settlement a payment of thirty five thousand thirty one and 45/100 dollars (\$35,031.45) ("Final Operating Cost Payment") within 30 days of Tenant's receipt of Landlord's invoice.

Upon full and final payment of the Operating Cost Payment, Tenant shall have fulfilled all obligations under Lease 11880-A.

5. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

---

**EXHIBITS:**

- |           |  |
|-----------|--|
| Exhibit F | Spreadsheet showing FY18 Invoices, Payments, Adjustments and Total Differences |
| Exhibit G | Spreadsheet showing FY19 Invoices, Payments, Adjustments and Total Differences |
| Exhibit H | Spreadsheet showing FY20 Invoices, Payments, Adjustments and Total Differences |

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of  
Transportation

By Wayne Waslaski  
5A344D4155EC489...

Real Estate and Construction Services

Date 6/8/2021

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Michael Barnes Digitally signed by Michael Barnes  
Date: 2021.06.06 21:30:08 -05'00'

Title Metro District Engineer

Date 6/6/21

MnDOT CONTRACT MANAGEMENT

By Ryan Gaulke Digitally signed  
by Ryan Gaulke  
Date: 2021.06.08  
14:17:56 -05'00'

Date

TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of  
Public Safety

By Wayne Waslaski  
5A344D4155EC489...  
Real Estate and Construction Services

Date 6/8/2021  
("Execution Date")

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Rita Wurm  
Title Deputy Director

Date 5/20/21

STATE ENCUMBRANCE VERIFICATION  
Individual signing certifies that funds are encumbered as required by  
Minn. Stat. §16A.15 and §16C.05.

By Deh Sol  
Date 5/17/2021

SWIFT P.O. 3000068317

Contract No. 179235



## FY18

DOT Invoices FY18	
Invoice #	Cost
17-16	\$74.87
18-01	\$715.00
18-02	\$4,704.00
18-03	\$2,709.59
18-04	\$3,199.02
18-05	\$144.00
18-06	\$2,473.00
18-07	\$144.00
18-08	\$252.69
18-09	\$3,826.63
18-10	\$3,802.48
18-11	\$2,329.59
18-12	\$3,588.24
18-13	\$1,292.26
18-14	\$2,753.42
18-15	\$2,000.00
18-16	\$284.00
18-17	\$3,252.36
18-18	\$2,469.42
18-19	\$284.00
18-20	\$1,334.00
18-21	\$2,469.42
18-22	\$495.00
18-23	\$1,819.10
18-24	\$2,630.71
18-25	\$651.30
18-26	\$3,682.05
18-27	\$2,292.00
Total FY18	\$55,672.15

DPS Payments FY18	
Month	Payment
July	\$6,000.00
August	\$6,000.00
September	\$6,000.00
October	\$6,000.00
November	\$6,000.00
December	\$6,000.00
January	\$6,000.00
February	\$6,000.00
March	\$6,000.00
April	\$6,000.00
May	\$6,000.00
June	\$6,000.00
Total	\$72,000.00

Adjustment at end of FY18	
Rent Paid	\$72,000.00
Operating Costs	\$55,672.15
FY18 Difference	\$16,327.85

Total Difference at end of FY18	
FY17 Underpayment	(\$29,411.32)
FY18 Difference	\$16,327.85
Total Difference End of FY18	(\$13,083.47)

## FY19

DOT Invoices FY19	
Invoice #	Cost
19-01	\$272.60
19-02	\$4,004.95
19-03	\$311.10
19-04	\$497.00
19-05	\$2,813.06
19-06	\$3,539.20
19-07	\$9,033.31
19-08	\$4,922.50
19-09	\$1,178.00
19-10	\$2,951.19
19-11	\$7,244.35
19-12	\$10,346.20
19-13	\$14,509.38
19-14	\$2,819.00
19-15	\$2,563.77
19-16	\$5,215.64
19-17	\$7,515.63
19-18	\$3,167.12
Total FY18	\$82,904.00

DPS Payments FY19	
Month	Payment
July	\$6,000.00
August	\$6,000.00
September	\$6,000.00
October	\$6,000.00
November	\$6,000.00
December	\$6,000.00
January	\$6,000.00
February	\$6,000.00
March	\$6,000.00
April	\$6,000.00
May	\$6,000.00
June	\$6,000.00
Total	\$72,000.00

Adjustment at end of FY19	
Rent Paid	\$72,000.00
Operating Costs	\$82,904.00
FY19 Difference	(\$10,904.00)

Total Difference at end of FY19	
FY18 Difference	(\$13,083.47)
FY19 Difference	(\$10,904.00)
Total Difference End of FY19	(\$23,987.47)

## FY20

DOT Invoices FY20	
Invoice #	Cost
19-18 (2)	\$17,189.88
20-01	\$12,058.16
20-02	\$2,344.02
20-03	\$4,366.58
20-04	\$3,115.54
20-05	\$17,330.55
20-06	\$783.06
20-07	\$7,508.01
20-08	\$675.00
20-09	\$3,165.19
20-10	\$2,691.77
20-11	\$2,025.00
20-12	\$2,346.64
20-13	\$3,661.00
20-14	\$2,318.58
20-15	\$525.00
20-16	\$790.00
20-17	\$150.00
Total FY20	\$83,043.98

DPS Payments FY20	
Month	Payment
July	\$6,000.00
August	\$6,000.00
September	\$6,000.00
October	\$6,000.00
November	\$6,000.00
December	\$6,000.00
January	\$6,000.00
February	\$6,000.00
March	\$6,000.00
April	\$6,000.00
May	\$6,000.00
June	\$6,000.00
Total	\$72,000.00

Adjustment at end of FY20	
Rent Paid	\$72,000.00
Operating Costs	\$83,043.98
FY20 Difference	(\$11,043.98)

Total Difference at end of FY20	
FY19 Difference	(\$23,987.47)
FY20 Difference	(\$11,043.98)
Total Difference End of FY20	(\$35,031.45)

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

Project Identification: Chemical Analysis of MnDOT Environmental Samples Collected

This contract is between the Minnesota Department of Transportation ("MnDOT") and **Minnesota Department of Health ("MDH")**.

## **Contract**

---

### **1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on **June 30, 2021**, or the date that all obligations have been fulfilled and all deliverables have been approved by State, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

### **2. Scope of Work**

This scope of work falls under Source Types 1071 and 2195.

#### **2.1 Duties of MDH**

- 2.1.1 MDH will provide analytical services testing water and other environmental samples that will be collected and submitted to MDH by MnDOT for the constituents listed under the heading "Analysis Name" in the Minnesota Department of Health Public Health Laboratory Division FY 2021 Price List, which is attached to and incorporated into this contract as Exhibit A.
- 2.1.2 MDH will handle, store, and analyze the submitted environmental samples according to the applicable standards promulgated by the United States Environmental Protection Agency (EPA).
- 2.1.3 MDH will provide MnDOT with the completed analysis for all submitted environmental samples within 21 business days after receipt.
- 2.1.4 If an analysis is specified on the Chain of Custody form as being a priority analysis, MDH will provide MnDOT with the completed analysis for the priority submitted environmental sample within 10 business days after receipt.
- 2.1.5 With written consent from both parties, the methods MDH analysts use to test samples may be altered from those listed in Exhibit A, as long as the change is compliant with federal regulations and the change does not affect the overall budget.
- 2.1.6 MDH will perform environmental sample analysis pursuant to the contract using methods approved by the applicable regulations or required by the applicable permits.
- 2.1.7 MDH will provide MnDOT with the following materials and equipment:
  - 2.1.7.1 Bottles, bottle labels, chemical preservatives, and all other materials and supplies necessary for MnDOT to properly collect samples for analysis.
  - 2.1.7.2 When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.

- 2.1.7.3 MDH will update and keep current the published guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare samples prior to submittal available at: Environmental Laboratory Sampling and Analysis Guide.
  - 2.1.8 MDH will maintain a quality control program consistent with EPA guidelines, and its Public Health Laboratory will maintain its current EPA Certification for drinking water analysis.
  - 2.1.9 MDH will grant the MnDOT Authorized Representative access to MDH's Premium Element ClientConnect system, which enables MnDOT to access MnDOT's data from reviewed to completion.
  - 2.1.10 MDH will, in consultation with MnDOT, develop a method by which environmental sampling results data may be electronically transferred from MDH's computerized data repositories directly to MnDOT's chemical and environmental computer data storage system. No additional compensation is contemplated for this project pursuant to this contract.
  - 2.1.11 MDH will retain all raw and supporting data generated pursuant to this contract, consistent with all applicable retention schedules, or five years, whichever is longer.
  - 2.1.12 MDH will destroy all samples received from MnDOT pursuant to this contract consistent with current MDH disposal policies.
  - 2.1.13 MDH, if it fails to analyze any sample pursuant to Sections 2.1.2 or 2.1.3 above, will notify the MnDOT Authorized Representative by e-mail as soon as possible, but not later than 4:00 pm of the next business day. MDH will complete the analysis with regards to any such sample, if possible, unless MnDOT advises otherwise. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee for any such sample.
  - 2.1.14 MDH will maintain laboratory analysis reports pertaining to the samples analyzed pursuant to this contract in a way which will identify, deliver, and report separately the results of analyses conducted on the samples collected from MnDOT's Office of Environmental Services (OES) Projects (Activity Code 1071) and MnDOT's Metro Projects (Activity Code 2195).
  - 2.1.15 MDH will permit MnDOT to inspect any laboratory data logs at MnDOT's request.
- 2.2 **Duties of MnDOT**
- 2.2.1 MnDOT will collect samples and deliver the samples via in-person drop-off or the use of any courier service specified by MnDOT to MDH's Environmental Laboratory for analysis.
  - 2.2.2 MnDOT is responsible for all sample shipping and delivery costs and expenses.
  - 2.2.3 Every sample delivered by MnDOT will be accompanied by a Chain of Custody form that meets all requirements of the current MDH Sample Acceptance Policy.
  - 2.2.4 All information on the Chain of Custody form will be recorded in indelible ink with any changes lined through such that the original entry is visible and include the data and initials of the person making the change.
  - 2.2.5 When multiple analytical methods are available, MnDOT will identify on the Chain of Custody form which method MDH should use for sample analysis. If none is specified, MDH will contact MnDOT for method clarification prior to sample processing.

### 3 Consideration and Payment

- 3.1 MDH will be paid as follows:
  - 3.1.1 The cost of work performed by MDH on water samples will be based on summation of the fixed price for each chemical analysis as listed in Exhibit A.
  - 3.1.2 MDH will submit to MnDOT a monthly invoice containing a tabulation that separately lists the number of analyses completed for each constituent.
  - 3.1.3 MDH will not exceed the costs listed below:
    - 3.1.3.1 MnDOT's OES Project (DD): \$20,000.00



- 3.1.3.2 MnDOT's Metro Tunnel Project (DR): \$2,743.00
- 3.1.4 The table of fixed costs for individual chemical analyses listed in Exhibit A will remain in effect during the effective period of this contract.
- 3.1.5 The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.
- 3.1.6 Charges for priority work as noted in Section 2.1.4 of this contract will be based on the standard charge listed in Exhibit A for the analysis plus an additional 50 percent surcharge.
- 3.1.7 MDH will invoice to MnDOT, and MnDOT will pay to MDH, such direct expenses incurred by MDH for:
  - 3.1.7.1 The purchases of containers, materials and supplies as may be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.
  - 3.1.7.2 Any other services from MDH to MnDOT pursuant to this contract, as mutually agreeable between MDH and MnDOT, provided the budget for this contract is not exceeded.
- 3.1.8 MnDOT will not pay for any sample analyzed in the event that sample is not analyzed pursuant to the terms and conditions of this contract.
- 3.1.9 Lab processing fee, equipment fee and agency indirect is included in the analysis cost listed in Exhibit A.
- 3.2 MDH must submit invoices electronically for payment, using the format set forth in Exhibit B. Invoices for payment will be submitted by the 15<sup>th</sup> of every month.
- 3.3 Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
- 3.4 An invoice summary will be provided from MDH to MnDOT for review prior to a final invoice being generated. MnDOT will have 5 business days to review this summary, and must notify MDH of any discrepancies during this time period.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this contract will not exceed **\$22,743.00**.

#### **4 Conditions of Payment**

- 4.1 All services provided by MDH under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MDH invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 4.3 MDH must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

#### **5 Authorized Representatives**

- 5.1 MnDOT's Authorized Representative will be:

Name: Debbie Anderson  
Address: Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 680  
St. Paul, MN 55155  
Telephone: 651-366-4625  
E-Mail: [debbie.k.anderson@state.mn.us](mailto:debbie.k.anderson@state.mn.us)

5.2 MnDOT's Project Manager will be:

Name: Harold Bottolfson  
Address: Minnesota Department of Transportation  
Fort Snelling, Mail Stop 660  
6000 Minnehaha Avenue  
St. Paul, MN 55111-4079  
Telephone: 651-366-5812  
E-Mail: [harold.bottolfson@state.mn.us](mailto:harold.bottolfson@state.mn.us)

5.3 MDH's Authorized Representative will be:

Name: Paul Moyer  
Address: MDH  
601 Robert Street North  
P.O. Box 64975  
St. Paul, MN 55164-0899  
Telephone: 651-201-5669  
E-Mail: [paul.moyer@state.mn.us](mailto:paul.moyer@state.mn.us)

## 6 Amendments

- 6.1 Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

## 7 Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

## 8 Termination

- 8.1 Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

## 9 Plain Language; Accessibility Standards

- 9.1 Plain Language. Except for designs, plans, layouts, maps and similar documents, Other Agency must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Other Agency will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2 Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, Other Agency agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Other Agency's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;

- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Other Agency will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**MDH**

Signed:  Todd Goetze

Title: Accounting Director

Date: 8/3/2020

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:



# Minnesota Department of Health

## Public Health Laboratory Division

### FY 2021 Price List

#### General Chemistry

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Alkalinity, Bicarbonate as $\text{CaCO}_3$ <sup>1</sup>	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity, Carbonate as $\text{CaCO}_3$ <sup>1</sup>	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity as $\text{CaCO}_3$	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	18
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	18
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	18
Bromide	EPA 300.1	Drinking Water Non-potable Water	18
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	18
Chlorophyll <i>a</i>	SM 10200 H-2011	Non-potable Water	44
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2011	Non-potable Water	71
Conductivity	SM 2510 B 22 <sup>nd</sup> ED SM 2510 B-2011	Drinking Water Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	98
Cyanide, Free	SM 4500-CN <sup>-</sup> F 22 <sup>nd</sup> ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 22 <sup>nd</sup> ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Fluoride	SM 4500-F <sup>-</sup> C 22 <sup>nd</sup> ED SM 4500-F <sup>-</sup> C-2011	Drinking Water Non-potable Water	20
Fluoride, Dissolved	SM 4500-F <sup>-</sup> C 22 <sup>nd</sup> ED SM 4500-F <sup>-</sup> C-2011	Drinking Water Non-potable Water	20

<sup>1</sup> Calculation. Requires Total Alkalinity & pH for analysis.



Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	Drinking Water Non-potable Water	37
Total Kjeldahl Nitrogen, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	37
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite	EPA 353.2	Drinking Water Non-potable Water	18
Nitrate + Nitrite, Dissolved	EPA 353.2	Drinking Water Non-potable Water	18
Nitrite	SM 4500-NO <sub>2</sub> <sup>-</sup> B 22 <sup>nd</sup> ED SM 4500-NO <sub>2</sub> <sup>-</sup> B-2011	Drinking Water Non-potable Water	28
Nitrite, Dissolved	SM 4500-NO <sub>2</sub> <sup>-</sup> B 22 <sup>nd</sup> ED SM 4500-NO <sub>2</sub> <sup>-</sup> B-2011	Drinking Water Non-potable Water	28
Orthophosphate	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	22
Orthophosphate, Dissolved	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	22
Pheophytin <i>a</i>	SM 10200 H-2011	Non-potable Water	15
Phosphorus, Total	EPA 365.1	Drinking Water Non-potable Water	20
Phosphorus, Dissolved	EPA 365.1	Drinking Water Non-potable Water	20
Silica	SM 4500-SiO <sub>2</sub> C 22 <sup>nd</sup> ED SM 4500-SiO <sub>2</sub> C-2011	Drinking Water Non-potable Water	41
Silica, Dissolved	SM 4500-SiO <sub>2</sub> C 22 <sup>nd</sup> ED SM 4500-SiO <sub>2</sub> C-2011	Drinking Water Non-potable Water	41
Solids, Suspended (TSS)	SM 2540 D 22 <sup>nd</sup> ED SM 2540 D-2011	Drinking Water Non-potable Water	25
Solids, Suspended Volatile (TSVS) <sup>2</sup>	SM 2540 E 22 <sup>nd</sup> ED SM 2540 E-2011	Drinking Water Non-potable Water	40
Solids, Total Dissolved (TDS)	SM 2540 C 22 <sup>nd</sup> ED SM 2540 C-2011	Drinking Water Non-potable Water	38
Solids, Total (TS)	SM 2540 B 22 <sup>nd</sup> ED SM 2540 B-2011	Drinking Water Non-potable Water	31
Solids, Total Volatile (TVS) <sup>2</sup>	SM 2540 E 22 <sup>nd</sup> ED SM 2540 E-2011	Drinking Water Non-potable Water	48
Sulfate	EPA 300.1	Drinking Water Non-potable Water	18
Total Organic Carbon (TOC)	SM 5310 C 22 <sup>nd</sup> ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Turbidity	SM 2130 B 22 <sup>nd</sup> ED	Drinking Water	20

---

<sup>2</sup> Includes price of Total Suspended Solids or Total Solids analysis.

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
	SM 2130 B-2011	Non-potable Water	
UV Absorbance @ 254 nm	SM 5910 B 22 <sup>nd</sup> ED SM 5910 B-2013	Drinking Water Non-potable Water	35
UV Absorbance @ 440 nm	MDH	Drinking Water Non-potable Water	35
UV Absorption, specific <sup>3</sup>	Calculation	Drinking Water Non-potable Water	0

### Microbiology

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Coliform – MPN – QT	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	26
Coliform – PA	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	17
Coliform – PA (Surface Source Waters)	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	17
E. coli – MPN – QT	SM 9223 B-2004	Non-potable Water	26

---

<sup>3</sup> Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

**Metals**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY 21 Price (\$)</b>
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO <sub>3</sub>	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO <sub>3</sub> , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt, Dissolved	EPA 200.8	Drinking Water	16

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Hardness	SM 2340 B 22 <sup>nd</sup> ED SM 2340 B-2011	Drinking Water Non-potable Water	16
Hardness, Dissolved (6010B)	SM 2340B-2011	Non-potable Water	16
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	16
Iron, Low Level Dissolved	EPA 200.7	Drinking Water Non-potable Water	16
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO <sub>3</sub>	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO <sub>3</sub> , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Mercury	EPA 245.1	Drinking Water Non-potable Water	67

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Mercury, Dissolved	EPA 245.1	Drinking Water Non-potable Water	67
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	7
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16



Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

### Radiochemistry

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	80
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	75
Gamma	SM 7120 B 22 <sup>nd</sup> ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	127
Gamma	SM 7120 B-2011	Non-potable Water	127
Ni-63 Wipes	MDH	Wipe	46
Radium 226/228	EPA 903.0/904.0	Drinking Water	220
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85

**Organic Chemistry**

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
Carbamates in Water	EPA 531.1	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.3	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	319
THMs in Water	EPA 524.3	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260D	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260D	Drinking Water Non-potable Water	95

**Biomonitoring and Emerging Contaminants**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY 21 Price (\$)</b>
Blood Metals	MDH	Biological Materials	TBD <sup>4</sup>
BTZs and BTHs in Water	MDH	Non-potable Water	TBD <sup>4</sup>
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Creatinine in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Cyanide in Whole Blood	MDH	Biological Materials	TBD <sup>4</sup>
Designer Drug Panel	MDH	Biological Materials	TBD <sup>4</sup>
Drugs in Water	MDH	Non-potable Water	TBD <sup>4</sup>
Environmental Phenols in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Fatty Acids in Plasma	MDH	Biological Materials	TBD <sup>4</sup>
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD <sup>4</sup>
HBCD	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Hydroxy PAHs in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Mercury in Bloodspots	MDH	Biological Materials	TBD <sup>4</sup>
Mercury in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Metals in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Multi Drug Panel	MDH	Biological Materials	TBD <sup>4</sup>
Non-Targeted Analysis	MDH	Non-potable Water	TBD <sup>4</sup>
Opioid Panel	MDH	Biological Materials	TBD <sup>4</sup>
Pesticides in Urine	MDH	Biological Materials	TBD <sup>4</sup>
PFAS in Plasma	MDH	Biological Materials	TBD <sup>4</sup>
PFAS in Serum	MDH	Biological Materials	TBD <sup>4</sup>
VOCs in Blood/Serum	MDH	Biological Materials	TBD <sup>4</sup>

**Additional Analyses for Prior Approval**

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD <sup>4</sup>
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	45
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD <sup>4</sup>
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Sand	Petrology of Sedimentary Rocks, 2 <sup>nd</sup> ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S <sup>2-</sup> E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S <sup>2-</sup> J-2000	Solid and Chem. Mat.	65
Total Organic Carbon (TOC)	MDH	Solid and Chem. Mat.	22
VOCs	EPA 8260D	Solid and Chem. Mat.	TBD <sup>4</sup>

---

<sup>4</sup> Contact lab for current price.

**Operations and Quality Control**

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Administrative Consult <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>5</sup>
Administrative Fee <sup>6</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies <sup>6</sup>
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>5</sup>
Sample Containers <sup>7</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 <sup>7</sup>
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract <sup>8</sup>	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies <sup>8</sup>

---

<sup>5</sup> This analysis is billed on a per hour basis.

<sup>6</sup> This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

<sup>7</sup> Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

<sup>8</sup> This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.



**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_%  
 Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*
5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1044408  
 Contract Expiration Date: June 30, 2021

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$20,000.00			
2. Metro Tunnel Project Costs	\$2,743.00			
<b>Net Earning Totals:</b>	\$22,743.00			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
2195			
<b>Total**</b>			

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

Contractor: **Minnesota Department of Health**

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

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

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

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

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #1044427**  
**Mahtowa Tower**

THIS AGREEMENT, is made by and between the State of Minnesota, acting through its Commissioner of Transportation, hereinafter referred to as MnDOT, and the Department of Natural Resources, hereinafter referred to as DNR;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on MnDOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 3497 County Road 4 in the City of Mahtowa, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MNDOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MNDOT is willing and able to provide space on the Tower and in Shelter to DNR under certain terms and conditions, and

WHEREAS, DNR requires space on this Tower and in Shelter to install and maintain DNR'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MNDOT grants and DNR accepts this "Agreement" for the use of Antenna space and shelter space on or within MnDOT's Mahtowa Communications Facility located in the County of Cook, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on August 1, 2020, and expiring July 31, 2030.

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

### **3. USE**

- 3.1 MnDOT hereby grants DNR a non-exclusive right to install, use and maintain DNR'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. MnDOT reserves the right to allow MnDOT'S Property to be used by others and make additions, deletions and modifications to MnDOT'S communications equipment, if any, located on MnDOT'S Property.
- 3.2 Placement of Antenna(s): DNR shall, at DNR'S expense, mount DNR'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DNR shall, at DNR'S expense, locate and install their Communications Equipment only in such location(s) inside MnDOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B3**.
- 3.4 DNR may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of MnDOT, which shall be granted only in the form of a written amendment hereto.

### **4. ELECTRICAL SERVICES FEE**

- 4.1 The Electrical Services Fee will be incorporated into Maintenance Agreement #82155-P between MnDOT and the DNR.

### **5. TERMINATION**

- 5.1 DNR may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to MnDOT.
- 5.2 DNR may terminate this Agreement if DNR is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 MnDOT may terminate this Agreement for the following reasons:

- a. In the event of any failure of DNR to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DNR for more than thirty (30) days after written notice of such default has been given to DNR. Upon such termination, DNR shall quit and surrender the Communications Facility to MnDOT; and by such repossession, MnDOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DNR hereunder or to enforce the other obligations of DNR hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DNR shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DNR'S equipment from the Communications Facility and MNDOT'S Property. DNR'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and MnDOT may possess, remove and dispose of the equipment at will and charge DNR for the reasonable cost of removal and disposal thereof.
- 5.5 Upon termination and at MnDOT'S written request, DNR shall restore any painted surfaces disturbed by DNR'S occupancy to their original condition.
- 5.6 MnDOT and DNR hereby agree that DNR shall not be reimbursed by MnDOT for any investment or expense incurred by DNR as a result of this Agreement upon termination of the Agreement.

## **6. DUTIES OF MNDOT**

- 6.1 MnDOT shall provide for the general maintenance of MnDOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of MnDOT'S Property. MnDOT agrees to maintain MnDOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 MnDOT shall, upon execution of this Agreement, provide DNR with the name, address and telephone numbers of MnDOT'S Authorized Agent, who shall be DNR'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.

- 6.3 MnDOT hereby grants to DNR non-exclusive right of access to the Communications Facility as necessary to install and maintain DNR'S equipment.
- 6.4 MnDOT shall provide DNR with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 MnDOT shall furnish and provide electrical services, including emergency back-up power to DNR for its use.
- 6.6 MnDOT hereby grants to DNR easement rights to connect to services that are available from third party vendors.
- 6.7 MnDOT shall approve all electrical and telephone wiring routes inside MnDOT'S shelter prior to installation by DNR or DNR'S contractors, which approval shall not be unreasonably withheld.
- 6.8 MnDOT shall have no liability to DNR for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond MnDOT'S direct control.

## **7. DUTIES OF DNR**

- 7.1 DNR warrants that DNR'S use of the Communications Facility shall not interfere with any of MnDOT'S communications equipment or any other users that are on MnDOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DNR shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of MnDOT'S Property by any other communications users, MnDOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DNR shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DNR, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining MnDOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DNR shall notify MnDOT'S Authorized Agent and secure written approval from MnDOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DNR shall obtain, or require



its contractors to obtain, any necessary permits from applicable units of local government.

- 7.6 DNR shall notify MnDOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DNR shall install and maintain DNR'S antennas and equipment in accordance with standard engineering practices and in accordance with MnDOT'S technical standards, if any. DNR'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DNR shall not cause any mechanic or materialmen's liens to be placed on MnDOT'S Property as a result of DNR'S occupancy of said Communications Facility.
- 7.9 DNR hereby agrees that DNR'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DNR'S communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DNR'S EQUIPMENT** Any future changes to DNR'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DNR'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MnDOT'S property or any other reason, shall be included herein by Amendment hereto.

9. **INSURANCE** DNR and MnDOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. DNR, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DNR, and its subcontractors, agree to provide proof of insurance if requested by MnDOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DNR shall remain the personal property of DNR with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.

11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the

Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MnDOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

- 12. NOTICES** All notices or communications between DNR and MnDOT shall be sent in writing to the following:

MnDOT:  
Minnesota Department of Transportation  
Office of Statewide Radio Communications  
Attn: Alice Robbins  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DNR:  
Minnesota Department of Natural Resources  
Attn: Lease Administrator  
500 Lafayette Road, Box 16  
St. Paul, MN 55155  
(651) 259-5509

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DNR and MnDOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

## LIST OF EXHIBITS

EXHIBIT A1: ASR

EXHIBIT A2: Location Map

EXHIBIT B1: Tower Diagram with DNR Antenna location

EXHIBIT B2: Site Layout

EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

DNR:

MINNESOTA DEPARTMENT OF NATURAL  
RESOURCES

*DNR certifies that the appropriate person(s) have executed the  
Use Agreement on behalf of DNR as required by applicable  
articles, bylaws, resolutions or ordinances*

Signed: 

Title: Director

Date 7/20/2020

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

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

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

MnDOT:

**STATE OF MINNESOTA**  
**DEPARTMENT OF TRANSPORTATION**  
OFFICE OF STATEWIDE RADIO COMMUNICATIONS

Signed \_\_\_\_\_  
Tim Lee

Title: Director

Date \_\_\_\_\_

**APPROVED:**

Signed \_\_\_\_\_

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

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



**UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
ANTENNA STRUCTURE REGISTRATION**



OWNER: MINNESOTA, STATE OF

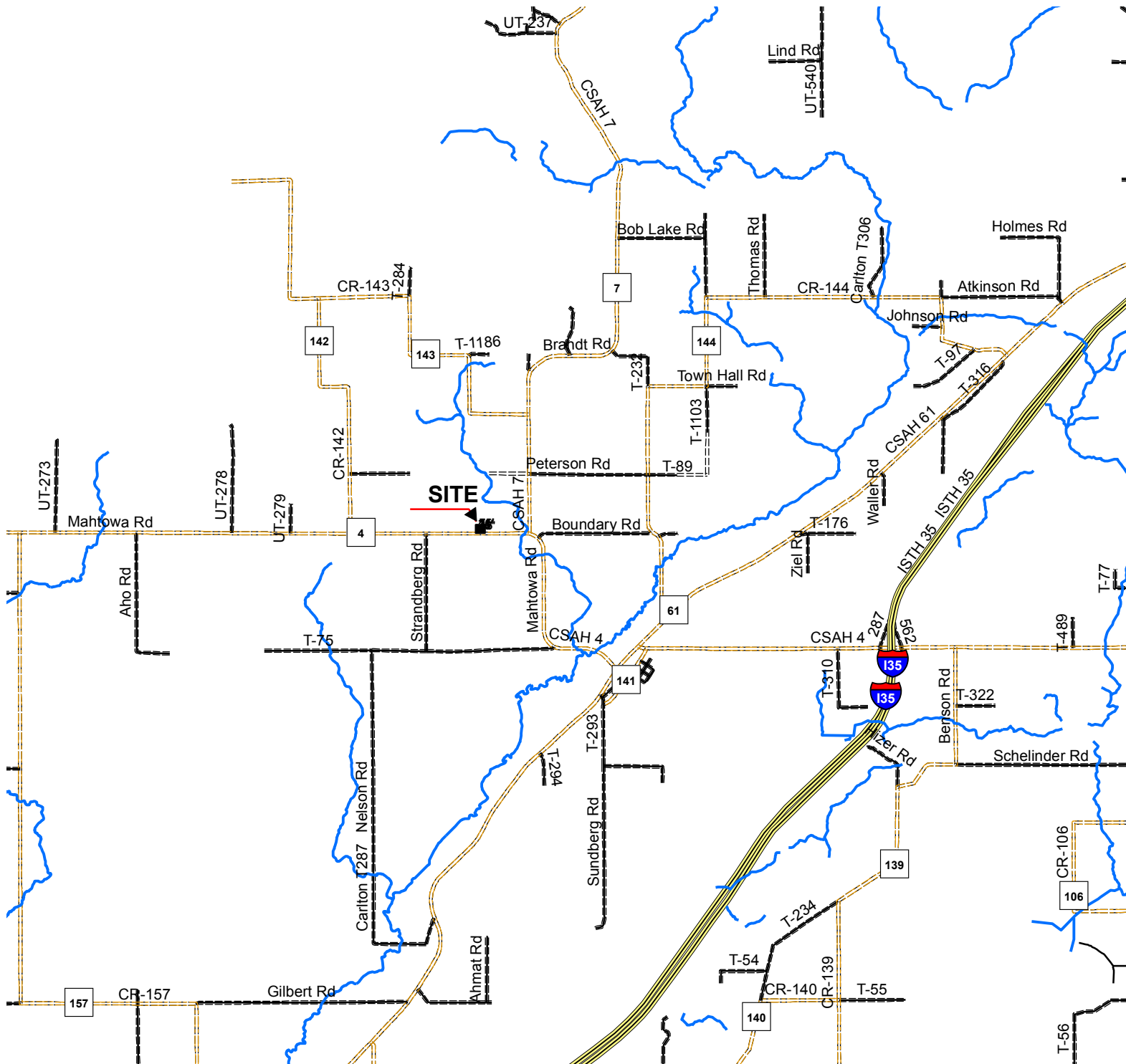
FCC Registration Number (FRN): 0002608115

ATTN: ELECTRONIC COMMUNICATIONS, MS730 MINNESOTA, STATE OF 1500 W CR B2 ROSEVILLE, MN 55113			<b>Antenna Structure Registration Number</b>  1287652
			<b>Issue Date</b> 05-16-2013
<b>Location of Antenna Structure</b> 3497 CR4 Mahtowa, MN  <b>County:</b> CARLTON			<b>Ground Elevation (AMSL)</b>  381.0 meters
			<b>Overall Height Above Ground (AGL)</b>  106.7 meters
<b>Latitude</b> 46-35-31.2 N	<b>Longitude</b> 092-39-31.7 W	<b>NAD83</b>	<b>Overall Height Above Mean Sea Level (AMSL)</b> 487.7 meters
<b>Center of Array Coordinates</b>  N/A			<b>Type of Structure</b> LTOWER Lattice Tower
<b>Painting and Lighting Requirements:</b> FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1K			
<b>Conditions:</b>			

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.



**TOWER LOCATION MAP**

Ver 1, 1-4-13



**Mahtowa Tower TEC442**

**OWNER: Mn/DOT**

**SW of the SW Quarter Section 32  
T48N, R01W, Atkinson Township  
Carlton County, Minnesota**

**Latitude: 46-35-31.19N**

**Longitude: 92-39-31.73W NAD83**

**DRIVING DIRECTIONS:**

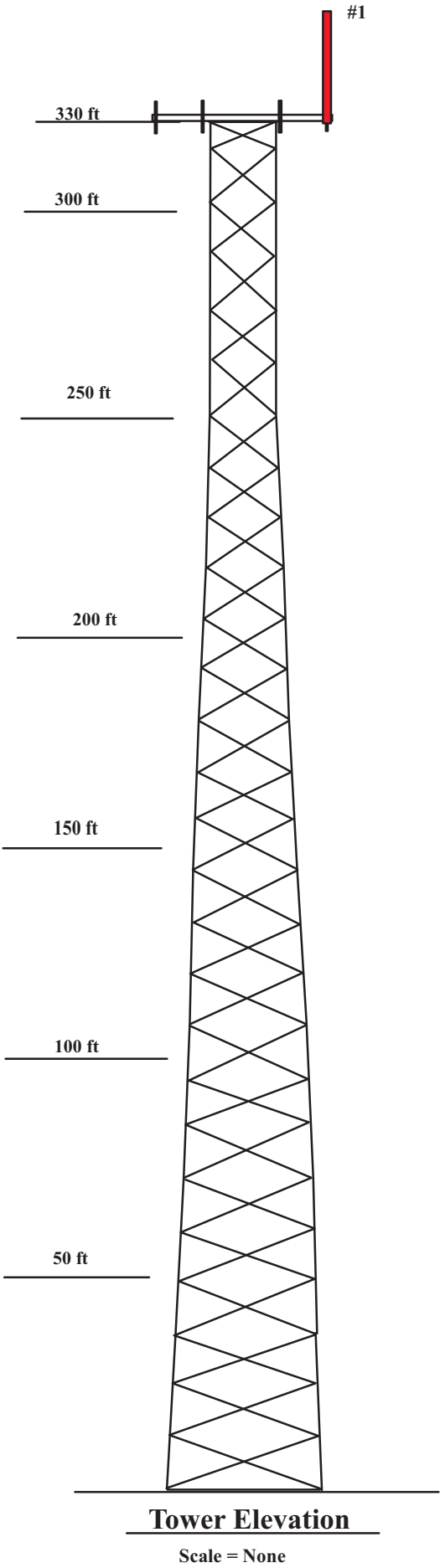
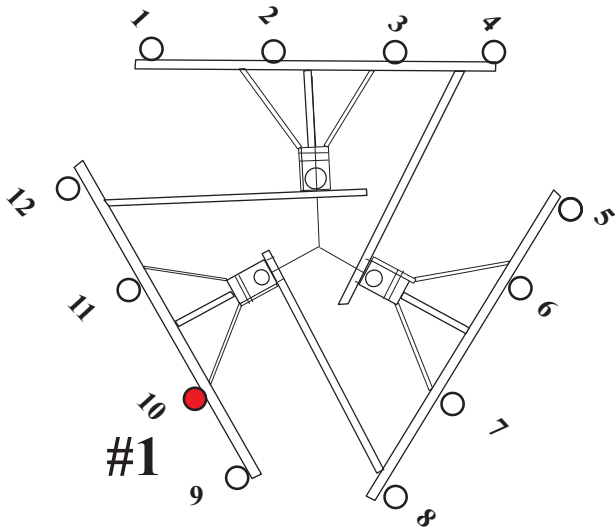
**From Interstate 35 Mahtowa/Wrenshall Exit, proceed  
west on CSAH 4 for 2 miles to County Rd. 61. Turn  
left onto County Rd. 61 and continue for .25 miles.  
Turn right onto CSAH 4/Mahtowa Rd. and proceed  
2 miles to site on right.**

**Exhibit A2**



ANTENNA KEY - DNR Antennas				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	DB-222	350'	Pipe 10	7/8” Celflex
EQUIPMENT IN SHELTER - DNR				
Equip.		Description		
Sinclair		Pc2213		
FREQUENCY INFORMATION				
Transmit = 154.43 Mhz	Tone/Code = N/A		Receive = N/A	Tone/Code = 103.5
			Receive = 159.3675	Tone/Code = 82.5

T-Boom Mounting Detail @ 330'



Mahtowa Tower  
Minnesota Department of Transportation

June 29, 2020  
Agreement # 1044427  
DNR

Exhibit B1

Tower Elevation  
Scale = None



## TOWER LOCATION LAYOUT

Ver 1, 1-4-13

**Mahtowa Tower TEC**

**OWNER: Mn/DOT**

**SW of the SW Quarter Section 32  
T48N, R01W, Atkinson Township  
Carlton County, Minnesota**

**Latitude: 46-35-31.19N**

**Longitude: 92-39-31.73W NAD83**

**Exhibit B2**

### DIMENSIONS:

**Compound - 75' x 75' = 5,625 Sq Ft**

**Access Drive - 15' x 50' = 750 Sq Ft**

**TOTAL 6,375 Sq Ft .15 Acres**

### DISTANCE FROM TOWER CENTER TO:

**Existing Tower = 50 ft.**

**CSAH 4 = 142 ft.**

### DISTANCE FROM SOUTH EAST LEG TO:

**Existing Tower = 32 ft.**



**N**

### **“Site Access”**

MN/DOT-OEC will provide a designated DNR (AGENCY) individual (or their designee) with a key to the Mahtowa tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS) will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

#### **Contact Information**

Radio Maintenance Supervisor

Mike Grand

Telephone: (218) 742-1084

Cellular: (218) 404-0462

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

#### **Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Use Agreement.

The DNR antenna loading as requested will not require a structural analysis.



## MAD Project Number: 2021-013

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation Technical Certification: COMWDMRL

MAD Contact: Barbara Tuckner

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$4,200.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: 12-31-2020

Contract: 180274  
Number/Date/Entry Initials

Order: 3000546677  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation Technical Certification: COMWDMRL (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155  
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>



**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide support to the MnDOT Technical Certification Program in the ongoing development of their program. Services may include organization design, PD development, and leadership support.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner

Requesting Agency: Glenn Engstrom

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 30 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$4,200.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective July 15, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Glenn Engstrom. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2020.07.09 08:32:36 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



## **AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-013**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation Technical Certification: COMWDMRL**, has an interagency agreement identified as **2021-013 (Contract: 180274, Order: 3000546677)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **1 & 3** of the original contract shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that it will provide a project team to provide support to the MnDOT Technical Certification Program in the ongoing development of their program. Services may include organization design, PD development, and leadership support. In addition, the Division will Develop a comprehensive data collection and analysis plan that measures levels of performance in the field and customer satisfaction. Consider using LSC, IAs, and MnDOT's analytical staff to develop this plan. Utilizing RBA principles:

- Identify a data team that will own data collection and analysis for the program
- Conduct "RBA in ½ day curriculum for overview and begin to identify specific program measures
- Work with data team to refine measures and build a data development agenda including certification of instructors

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~30-100~~ hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$4,200.00~~ \$14,000.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

**APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By: Title: Date:	By: Title: Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By: Title: Date:	By: Title: Date:

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-013**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation Technical Certification: COMWDMRL**, has an interagency agreement identified as **2021-013 (Contract: 180274, Order: 3000546677)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **1, 3 & 5** of the original contract shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that it will provide a project team to provide support to the MnDOT Technical Certification Program in the ongoing development of their program. Services may include organization design, PD development, and leadership support. In addition, the Division will Develop a comprehensive data collection and analysis plan that measures levels of performance in the field and customer satisfaction. Consider using LSC, IAs, and MnDOT's analytical staff to develop this plan. Utilizing RBA principles:

- Identify a data team that will own data collection and analysis for the program
- Conduct "RBA in ½ day curriculum for overview and begin to identify specific program measures
- Work with data team to refine measures and build a data development agenda including certification of instructors

The second amendment also include Exhibit A, which is attached and incorporated as part of this agreement.

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~400~~ 350 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$14,000.00~~ \$49,000.00.



The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

#### 5. Effective Dates:

This agreement is effective July 15, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2020~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

#### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:  Digitally signed by Melissa Brand Title: <b>Melissa Brand</b> Date: 2020.12.09 Date: 08:46:27 -06'00'	By:  Digitally signed by Renda E Rappa Title: <b>Renda E Rappa</b> Date: 2020.12.08 Date: 13:00:43 -06'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By:  Digitally signed by Nicole Peszynski Title: <b>Nicole Peszynski</b> Date: 2020.12.08 Date: 16:09:47 -06'00'	By: Title: Date:

## MnDOT Technical Certification Project Plan and Hours 11/18/20

---

### EXHIBIT A

Activities	Notes	Est. Hours	
Design and develop materials to support dashboard measures 1-6 attached. Note: one measure ready to go.	Work with program staff as needed to develop templates, scoring rubrics, etc. Support may include one-on-one coaching as needed.	150	
Prepare, facilitate, and compile meeting notes with the Technical Advisory group	Up to two meetings between 11/20 and 6/21	12	
Partner with Technical Certification staff to develop curriculum for current and future program instructors	Curriculum would include segments associated with teaching adult learners, using online platforms for effective learning, and what it may take to move from junior to senior instructor status	50	
		Hours Subtotal	212
		18% Project Management	38
		Total Hours	250
		Total Cost Estimate	\$35,000

### Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## MnDOT Technical Certification Project Plan and Hours 11/18/20

Dashboard Measure: External (on website)	Communication Power	Program effectiveness	Data Accessibility	Initial Actions	Program Changes, Practices, Processes
1. % of project audits indicating issues	High	High	High	Dave Christensen to deliver data	Annual report—can publish historical data to tell “story”
2. % of IA annual inspections that indicate proficiency (on a scale, offer additional material)	High	High	Low	M. Sroga develops a scale for review and implementation. Note: new season, new database	<ul style="list-style-type: none"> <li>MAD contact M. Sroga</li> <li>Pilot new procedure, develop reporting form, determine timing</li> </ul>
3. % of unrepresented students that become certified	High	Med-Low	Low	<ul style="list-style-type: none"> <li>MAD provides language i.e. race, gender, self-identification</li> </ul> <p>Incorporate language above on registration materials</p> <ul style="list-style-type: none"> <li>Work with SJ i.e. collect demographics</li> </ul>	<p>Updated annually for new to the field</p> <p>Recertified data as well</p>
Dashboard Measure: For Internal Use	Communication Power	Program effectiveness	Data Accessibility	Initial Actions	Program Changes, Practices, Processes
4. % of students that evaluate training as (content/instructors) satisfactory (survey), including level of difficulty of parts of the test i.e., math and pre-course work?	Low	Medium	Med -Low	<ul style="list-style-type: none"> <li>Review procedures for collecting data—what is working</li> <li>Tie to enrollment verification, completion, etc. ?</li> </ul>	Review practices with MAD and brainstorm alternatives
5. % of instructors meeting instructor qualifications (knowledge of content and adult teaching methods, recently in the field- 3 years)	High	Medium-High	Low	<p>MnDOT or MAD/MMB:</p> <ul style="list-style-type: none"> <li>Identify junior and senior classification</li> <li>PDs created for instructors</li> </ul>	<ul style="list-style-type: none"> <li>Hiring based on qualifications, experience, etc.</li> <li>Adult learning courses identified</li> </ul> <p>Build an independent or peer evaluator system</p> <ul style="list-style-type: none"> <li>New Employee to manage this</li> </ul>

## MnDOT Technical Certification Project Plan and Hours 11/18/20

				<ul style="list-style-type: none"> <li>Customize position descriptions patterned after state classifications system</li> </ul>	
6. % of students certified/passing rate by class	High	Low	Hight	JM to find the data	<ul style="list-style-type: none"> <li>May illustrate which instructors need support</li> </ul>
<b>Dashboard Measures for Future Consideration</b>	<b>Communica-tion Power</b>	<b>Program effectiveness</b>	<b>Data Accessibility</b>	<b>Initial Actions</b>	<b>Program Changes, Practices, Processes</b>
7. % of high-quality inspectors in the field (skills/knowledge (observable behaviors, attitude, integrity and ethics)	High	High	Low	<ul style="list-style-type: none"> <li>MAD reviews levels of professional description (PDs) for minimum qualifications and skills, knowledge, and abilities</li> <li>PDs created for field inspectors</li> </ul>	
8. % of IAs that meet IA standards (checklist components)	Medium	Medium	Med-Low		
9. % of courses offered by mode: in-person, online (virtual), experiential lab (survey)	Medium	Medium	High		
10.% of exams at passing threshold (a threshold that reflects the quality of inspector wanted)- % failure rate	High	Medium	Low		
11.% of students that pass and find or retain employment (surveys or recertifications)	Medium	Medium	Low		
12.% of students seen in their own language/accommodation	High	Low	Low		

## **AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-013**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation Technical Certification: COMWDMRL**, has an interagency agreement identified as **2021-013 (Contract: 180274, Order: 3000546677)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 5 of the original contract shall be amended to read:

### **5. Effective Dates:**

This agreement is effective July 15, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2021~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:



## **AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-040**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-040** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~September 30, 2021~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:  Title:  Date:	By:  Title:  Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:  Title:  Date:	By:  Title:  Date:

## **AMENDMENT #5 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-040**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-040** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2021~~ February 28, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:



MnDOT Contract Number: 1044794

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

**Project Identification:** MnGeo Support & Enhancements

This contract is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

**Contract****1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 9025.
- 2.2. MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

**3. Consideration and Payment**

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$197,182.70.

**4. Conditions of Payment**

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: Ron Bisek, Contract Administrator  
 Address: 1500 West County Road B2, Mail; Stop 725, Roseville, MN 55113  
 Telephone: **651-234-7057**  
 E-Mail: [ron.bisek@state.mn.us](mailto:ron.bisek@state.mn.us)

- 5.2. MnDOT's Project Manager will be:

Name/Title: Nathan Drews  
Address: 1500, West County Road B2, Mail Stop 725, Roseville, MN 55113  
Telephone: 651-234-7014  
E-Mail: [nathan.drews@state.mn.us](mailto:nathan.drews@state.mn.us)

5.3. MnGeo Authorized Representative will be:

Name/Title: Daniel Ross  
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55115  
Telephone: 651-201-2460  
E-Mail: [dan.ross@state.mn.us](mailto:dan.ross@state.mn.us)

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
  - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
  - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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

MnDOT Contract Number: 1044794

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

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

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

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

**MNGEO**

DocuSigned by:

*Tracy Gerasch*

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

68BF08076AF6441...

Title: \_\_\_\_\_  
Procurement Director

Date: \_\_\_\_\_  
8/27/2020

**MnDOT CONTRACT MANAGEMENT**

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

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



## **Exhibit A**

### **Scope of Work**

#### **A. MnGeo deliverables, duties and responsibilities:**

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for staff from the OTE team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties; however, hours may be shifted between tasks as necessary after discussion with OTE's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

#### **Task 1: Support of mapping applications and ongoing OTE data updates**

##### **Deliverables:**

This project agreement will support ongoing updates to Portal and Insights mapping environment and ongoing data updates to support OTE's work. Within the constraints of this task's budget, and in consultation with OTE's primary contact, MnGeo will provide the following services:

1. Ongoing updates of reference datasets and feature layers (examples include, but not limited to: crash points, LRS events and sections)
3. User account support for login updates
4. License Procurement
5. Support of the current application
6. ETL Process Maintenance
  - Planned schema changes/updates

#### **Task 2: Project Administration and Business Analysis**

##### **Deliverables:**

Within the constraints of this task's budget, and in consultation with OTE staff, MnGeo will provide the following services:

1. Monthly meetings with OTE staff will be scheduled by MnGeo to review progress and discuss work requested by OTE and any issues that may have arisen.
2. General project administration services including contract modifications, basic project design and business analysis, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving and future service authorization estimating and creating.
3. General business analysis services will be provided as needed and include defining, analyzing and documenting requirements, identifying business needs and determining solutions, and identifying potential process improvements.
4. Task 2 costs will be billed as incurred.

#### **Task 3: Managed Hosting - System Maintenance and Infrastructure**

##### **Deliverables:**

1. Provide geospatial hosting infrastructure
2. Provide system maintenance

**Infrastructure:**

Dedicated geospatial hosting to support the minimum requirements for the Esri Portal and Insights software, supporting databases and data processing environments. For the purposes of this project, it is assumed that the production and development infrastructure will be available for 12 months of FY20.

MnGeo will provide the following ongoing services:

1. Provide a secure, reliable platform for hosting and deploying OTE's GIS data, web services, and applications, including CrashMART. This includes problem solving, periodic software and system upgrades. New applications and services will be evaluated as needed against the capabilities of the infrastructure deployed.
2. Ensure system performance, provide adequate data storage and server resources for the system. Application performance will be assessed during testing in order to use results as a benchmark for consistent, periodic performance testing.
3. Address any reported issues.
4. Answer questions as appropriate
5. MnGeo will coordinate with MNIT Managed Hosting regular OS patching and updates.
6. Infrastructure costs will be billed monthly. System maintenance and administration will be billed as incurred.

**Expectations:**

1. Within normal business hours, MnGeo will acknowledge system operational problems within one hour identified by OTE staff and reported to MnGeo through OTE's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by OTE staff and reported to MnGeo through OTE's primary contact. MnGeo staff will keep OTE's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide OTE with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise OTE of potential problems associated with these changes. MnGeo will follow IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. OTE staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide OTE with a minimum of one-hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through OTE's primary contact.
6. If additional resources are required for the OTE environment specifically because of OTE deployments or at a request for additional resources by OTE's primary contact, OTE's infrastructure costs will be increased accordingly.

**System Maintenance:**

System maintenance has been separated from the infrastructure costs and will be assessed each month. System maintenance is assessed at approximately 40 hours per server per year.

System maintenance will be assessed each month.

**Timeline:** Products and services will be provided throughout the duration of the agreement.

**C. OTE deliverables, duties and responsibilities:**

Under the terms of this agreement, OTE will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OTE staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OTE's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

**D. Service Level Objectives**

Service level objectives have been defined below for reference regarding expected performance of the DOT service.

**Availability**

The DOT OTE System are expected to be available 99.5% of the time over the course of a year. Any expected interruptions in service will be communicated at least 48 hours in advance. Unanticipated interruptions in services will be communicated as soon as possible after discovery.

**Incident Response Time**

Incident notifications and service requests related to unavailability of the DOT service will be acknowledged within 4 business hours of the notification if reported through standard incident notification channels.

Incidents involving performance will be prioritized and attempted to be resolved within 8 business hours of notification or less.

Business Hours: 8:00 AM – 4:30PM Monday – Friday except for holidays. Extraordinary situations involving activation of a COOP plan or disaster recovery plan may impact our ability to meet the incident response times. We will notify all customers in these situations.

**Environments**

The infrastructure used to support the DOT OTE Systems will consist of single-tenant deployment and will isolate the system and dependencies to avoid impacting service availability or performance. The DOT OTE Services and applications will be deployed to distinct Production and Non-production staging environments in accordance with MNIT Data Management Standards. Non-production staging will be used to test all changes to the operating systems or application layer configurations. DOT OTE Business and MNIT stewards will be required to perform acceptance testing on changes made within the non-product staging environment and must communicate acceptance before changes can be promoted to the production environment.

**Change Management**

System changes initiated by either party will require planning and testing in a non-production environment. Agency Business at DOT OTE staff will be required to receive notifications regarding planned changes and perform acceptance testing prior to the production release.

**Maintenance Windows**

**MnGeo performs planned maintenance on DOT OTE Databases, and Infrastructure during the following maintenance windows:**

Non-production: Monday 5:30PM - Tuesday 8:00AM or Wednesday 5:30PM - Thursday 8:00AM .

Production: Monday 5:30PM - Tuesday 8:00AM or Wednesday 5:30PM - Thursday 8:00AM.

Maintenance may not require an interruption in service. However, if an interruption in service is expected during these times, advanced notification will be provided to DOT and Business contacts.

In addition to these times, MNIT Managed Hosting has their own maintenance windows to accommodate patching.

**System Monitoring**

DOT OTE hosted systems managed by MnGeo will be monitored for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MNIT Managed hosting. Alerts will be configured to notify MnGeo staff of performance issues. Issues and resolution will be communicated to application stewards at DOT OTE and embedded MNIT staff at DOT when necessary.

**GIS System Audits and Updates**

All systems used to support the OTE Services and Applications must be assessed for currency of software yearly. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems. All systems must be running an acceptable version of software according to the MnGeo Standard Operating Environment or must be updated within the billing period. Updates may require customer involvement to facilitate application testing and acceptance to verify updates did not result in breaking changes.

In addition to MINT Managed Hosting Operating System updates, yearly updates to the system will be performed by MnGeo staff under the agreement to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment. ArcGIS Server and other required software installed on the OS will be audited yearly and updated to be no more than 1 major version release behind the current stable version. Exceptions will be documented and communicated to the customer for prioritization in future agreements.

**Exhibit B  
Budget****Staffing Breakdown**

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	0	\$62.60	\$0.00
GIS - Intermediate	ITS3	321	\$80.60	\$25,872.60
GIS - Advanced	ITS4, ITS5, Supervisor and Director	1393	\$95.70	\$133,310.10
<b>Staffing Hours Total:</b>		<b>1,714</b>		<b>\$159,182.70</b>

**Non-Staffing Breakdown**

Category	Product Code			Charges
Non-Staffing	8MGEO5			\$38,000.00
<b>Non-Staffing Charges Total:</b>				<b>\$38,000.00</b>

**Cost Summary**

Product Code	Description	Total
8PSMG1, 8PSMG2, 8PSMG3	Staffing	\$159,182.70
8MGEO5	Non-Staffing	\$38,000.00
<b>Total Staffing &amp; Non-Staffing Costs</b>		<b>\$197,182.70</b>



## Grant Contract Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street Suite 1620 St. Paul, Minnesota 55101	<b>Grant Program:</b> 2021 Regional Coordinators Toward Zero Deaths <b>Grant Contract Agreement No.:</b> A-COORD21-2021-MNDOT-001
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Road B-2 Roseville, Minnesota 55113-0000	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 10/1/2020 <b>Expiration Date:</b> 9/30/2021
<b>Grantee's Authorized Representative:</b> Ron Bisek (or his successor) Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Road B-2 Roseville, Minnesota 55113-0000 Phone: 651-234-7057 <a href="mailto:Ron.bisek@state.mn.us">Ron.bisek@state.mn.us</a>	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 264,000.00 Matching Requirement \$ 0.00
<b>State's Authorized Representative:</b> Shannon Ryder 445 Minnesota Street Suite 1620 St. Paul, Minnesota 55101 Phone: 651-201-7082 <a href="mailto:Shannon.ryder@state.mn.us">Shannon.ryder@state.mn.us</a>	Federal Funding: CFDA 20.600 FAIN: 69A37518300004020MN0 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2021 Regional Coordinators Toward Zero Deaths Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street Suite 1620, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2021 Regional Coordinators Toward Zero Deaths Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.





## Grant Contract Agreement

Page 2 of 2

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: Gale Rohde Digitally signed by Gale Rohde  
 Date: 2020.10.21 15:21:04 -05'00'

Grant Contract Agreement No. A-COORD21-2021-MNDOT-001

P.O. Number 3-69541

**2. GRANTEE MnDOT**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable statute or delegation.*

Signed: Brian Sorenson Digitally signed by Brian Sorenson  
 Date: 2020.09.15 10:24:37 -05'00'

Print Name: Brian Sorenson

Title: Office Director

Date: September 15, 2020

**MnDOT CONTRACT MANAGEMENT**

Signed: Kyle Fisher Digitally signed by Kyle Fisher  
 Date: 2020.10.05 15:19:49 -05'00'

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

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

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

**MnDOT GRANTS UNIT**

Signed: Kelli Peters Digitally signed by Kelli Peters  
 Date: 2020.10.05 13:40:51 -05'00'

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

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

**3. STATE AGENCY**

Signed: Craig Flynn Digitally signed by Craig Flynn  
 Date: 2020.10.20 10:42:20 -05'00'  
 (with delegated authority)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Distribution: DPS/FAS  
 Grantee  
 State's Authorized Representative

## Budget Summary

Budget				
Budget Category		State Reimbursement	Local Match	
Salary & Fringe				
Funding for MnDOT Regional TZD Coordinators		\$237,000.00	\$0.00	
<b>Total</b>		\$237,000.00	\$0.00	
Out- of-State Travel				
Travel for MnDOT Regional TZD Coordinators		\$25,000.00	\$0.00	
<b>Total</b>		\$25,000.00	\$0.00	
In-State Travel				
Travel for MnDOT Regional TZD Coordinators		\$2,000.00	\$0.00	
<b>Total</b>		\$2,000.00	\$0.00	
<b>Total</b>		\$264,000.00	\$0.00	

**STATE OF MINNESOTA  
INTERAGENCY CONTRACT**

**Federal Project #:** NA

**State Project (SP) #:** NA

**Trunk Highway (TH) #:** NA

**Project Identification:** FY '21-'24 Interagency Agreement: Cooperative Wetland Banking Program Management

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Board of Water and Soil Resources ("BWSR").

**Contract**

---

**1. Term of Contract; Incorporation of Exhibits**

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: The following Exhibits are attached and incorporated into this Contract:
  - A. Local Government Roads Wetland Replacement Program (LGRWRP) MnDOT Debt Repayment
  - B. Wetland Banking Fees and the FY 2021-2024 Interagency Agreement: Cooperative Wetland Banking Program Management
  - C. FY '20-'24 Interagency Wetland Mitigation Agreement (Agreement #1035491)

**2. Recitals**

- 2.1 Under Minnesota Rules Chapter 8420, BWSR is responsible for providing wetland replacement for certain qualifying local public road projects that impact wetlands and MnDOT is responsible for providing replacement for wetland impacts associated with State projects. Wetland replacement is typically also required for many of these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers (Corps).
- 2.2 BWSR established the Local Government Road Wetland Replacement Program (LGRWRP) in 1996 in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.
- 2.3 MnDOT establishes wetland banks and purchases wetland credits to meet the wetland replacement needs for State transportation projects.
- 2.4 BWSR provides MnDOT with wetland credit acquisition services under existing FY'20-'24 interagency agreement #1035491 (Exhibit C) to meet MnDOT's needs.
- 2.5 The LGRWRP has an outstanding debt owed to MnDOT as a result of previous wetland replacement cooperative efforts. Under agreement #1035491 (Exhibit C), BWSR provides an annual summary of the status of BWSR's debt to MnDOT. Exhibit A depicts the monetary value of the outstanding debt as of July 1, 2020.
- 2.6 BWSR manages the State's wetland banking system. Costs for this service are funded in accordance with Minn. Stat. 103G.2242, subds. 14 and 15 and BWSR's Wetland Banking Fee Policy and Wetland Banking Fee Schedule.

### **3. Duties of the Parties**

#### **3.1 BWSR Duties.**

- 3.1.1 As addressed in existing interagency agreement #1035941 (Exhibit C), BWSR will provide wetland credits for MnDOT's use based on MnDOT credit needs, LGRWRP credit availability, and the value of the outstanding LGRWRP debt to MnDOT.
- 3.1.2 BWSR will provide staff to process credit transactions and to be a liaison with MnDOT to coordinate on wetland banking projects, MnDOT wetland replacement needs, and to meet other needs to ensure effective coordination of MnDOT's and the LGRWRP's wetland replacement needs.
- 3.1.3 BWSR will not charge wetland banking fees to MnDOT except for those MnDOT will pay under 3.2.2 and 3.2.3. This waiver only applies to BWSR's wetland banking fees as they exist at the time of this Contract. BWSR will work with MnDOT on methods to pay those fees other than on a transaction by transaction basis.
- 3.1.4 If and when BWSR finalizes an In-Lieu Fee Program (ILFP) with the Corps, the ILFP will be structured to allow use by MnDOT.
- 3.1.5 As LGRWRP funding allows, BWSR will make all reasonable efforts to pay back the LGRWRP debt to MnDOT through transfers of credits in LGRWRP bank accounts and any other means agreeable to both agencies. BWSR will respond to MnDOT requests for debt repayment in writing and may deny a request to transfer particular LGRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LGRWRP needs. Transfer of credits from LGRWRP to MnDOT accounts will reduce the outstanding debt. The value of transferred credits will be based on the full cost to establish those particular credits.
- 3.1.6 Consistent with existing agreement #1035491 (Exhibit C), BWSR will provide an annual summary of the status of BWSR's debt to MnDOT.

#### **3.2 MnDOT Duties**

- 3.2.1 MnDOT will provide \$250,000 annually to BWSR as an alternative to paying the wetland banking fees as described as waived in Exhibit B, and to support BWSR Duties 3.1.1 and 3.1.2.
- 3.2.2 MnDOT will pay withdrawal and easement stewardship wetland banking fees for wetland credits purchased from private wetland banks within the duration of this Contract. These payments may occur directly from MnDOT to BWSR or indirectly through the wetland bank owners.
- 3.2.3 MnDOT will pay easement stewardship fees and easement acquisition fees for wetland credits generated from wetland banks MnDOT sponsors solely or in a partnership within the duration of this Contract.
- 3.2.4 MnDOT may provide staff to process wetland credit transactions and other duties as mutually agreed to at the request of BWSR and at BWSR's cost.
- 3.2.5 MnDOT will provide staff to be a liaison with BWSR to support the development of wetland banking projects and the acquisition of wetland credits as necessary to support the wetland replacement needs of MnDOT and counties, cities, and townships.
- 3.2.6 MnDOT will schedule meetings as needed with BWSR to share information and ensure effective coordination on LGRWRP implementation, coordination with the Corps on transportation projects, credit need forecasts, updates on the State Aid for Local Transportation program and other matters that may impact the Wetland Banking Program and the LGRWRP.

**4. Consideration and Payment**

- 4.1 The total obligation of MnDOT for the services provided under this Contract will be an amount not to exceed \$1,000,000.
- 4.2 Upon execution of this agreement and within 30 days of receiving an invoice, MnDOT will pay \$250,000 to BWSR. For each year thereafter, MnDOT will pay BWSR \$250,000 within 30 days of the receipt of an invoice at the beginning of each fiscal year.

**5. Conditions of Payment**

- 5.1 BWSR shall provide an annual summary of the LGRWRP credit status in each wetland bank service area, anticipated credits from ongoing projects, and the status of BWSR's debt to MnDOT.
- 5.2 All obligations under this Contract must be performed to each agency's satisfaction, as determined at the sole and reasonable discretion of each agency's Authorized Representative.

**6. Contract Personnel**

- 6.1 MnDOT's Authorized Representative will be:

Name: Marni Karnowski or his/her successor.  
 Title: Chief Environmental Officer  
 Street Address: 395 John Ireland Blvd., MS #620  
 City, State, Zip: Saint Paul, MN 55155  
 Telephone: 651-366-3602  
 Email: [marni.karnowski@state.mn.us](mailto:marni.karnowski@state.mn.us)

- 6.2 MnDOT's Project Manager will be the contact for technical issues. MnDOT's Project Manager will be:

Name: Beth Brown or successor.  
 Title: Environmental Program Specialist  
 Street Address: 395 John Ireland Blvd., MS #620  
 City, State, Zip: Saint Paul, MN, 55155  
 Telephone: 651-366-4297  
 Email: [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us)

- 6.3 BWSR's Authorized Representative will be:

Name: David Weirens or successor.  
 Title: Assistant Director for Programs and Policy  
 Street Address: 520 Lafayette Road North  
 City, State, Zip: Saint Paul, MN 55155  
 Telephone: 651 297-3432  
 Email: [david.weirens@state.mn.us](mailto:david.weirens@state.mn.us)

- 6.4 BWSR's Project Manager will be the contact for technical issues. BWSR's Project Manager will be:

Name: Tim Smith or successor.  
 Title: Wetland Mitigation Supervisor  
 Street Address: 520 Lafayette Road  
 City, State, Zip: Saint Paul, MN, 55155  
 Telephone: 651-600-7554  
 Email: [tim.j.smith@state.mn.us](mailto:tim.j.smith@state.mn.us)

**7. Amendments**

- 7.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**8. Liability**

- 8.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**9. Termination**

- 9.1 Either party may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party.
- 9.2 Termination for Insufficient Funding. MnDOT may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to BWSR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, BWSR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide BWSR notice of the lack of funding within a reasonable time of MnDOT's receipt of that notice.
- 9.3 Suspension. MnDOT may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by BWSR during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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



**BWSR**

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

**STATE ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

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

SWIFT Contract # 184293

SWIFT Purchase Order # 3000558549

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

**MNDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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



August 31, 2020

To: Marni Karnowski  
Chief Environmental Officer  
Minnesota Department of Transportation

From: David Weirens  
Assistant Director for Programs and Policy Development

Re: Local Government Roads Wetland Replacement Program MnDOT Debt Repayment

The Mn Department of Transportation (MnDOT) and the Mn Board of Water and Soil Resources (BWSR) have cooperated on wetland mitigation for state and local surface transportation projects going back to the start-up of the Local Government Roads Wetland Replacement Program (LGRWRP) in 1996. One result of these efforts has been a debt of outstanding wetland credits that BWSR has with MnDOT.

This debt was initially tracked as wetland credits and was converted to a dollar value with the 2015 Interagency Agreement (#1001409). At that time the debt was \$1,701,476.

As of June 30, 2020, the value of the debt is \$1,432,553.63.

Existing Interagency Agreement (#1035491) and the proposed FY '21-'24 Interagency Agreement: Cooperative Wetland Banking Program Management both discuss the debt, how to reduce the debt, and that BWSR is to provide an annual summary to MnDOT of the status of the debt.



August 31, 2020

To: Marni Karnowski  
Chief Environmental Officer  
Minnesota Department of Transportation

From: David Weirens  
Assistant Director for Programs and Policy Development

Re: Wetland Banking Fees and the FY 2021-2024 Interagency Agreement: Cooperative Wetland Banking Program Management

Introduction.

The Mn Department of Transportation (MnDOT) and the Mn Board of Water and Soil Resources (BWSR) have entered into a series of interagency agreements beginning in 2005 that provide for cooperative wetland replacement for State and local surface transportation projects. A component of all of these agreements has been that BWSR has waived wetland banking fees and provided wetland replacement services and MnDOT has made an annual payment to BWSR as an alternative to paying wetland banking fees and to support wetland replacement services provided by BWSR.

In 2017, the BWSR Board adopted a revised wetland banking fee policy that added new fees. BWSR continued to waive the pre-existing fees for MnDOT wetland banking activity along with the new fees. With the expiration of the current agreement on June 30, 2020 and the development of a new interagency agreement, the application of the new fees needs to be addressed.

This memorandum will provide:

- an overview of wetland banking fees as of June 2020;
- a description of how wetland banking fees have been applied in the 2015-2020 interagency agreement; and
- a description of how wetland banking fees will be applied in the 2021-2024 interagency agreement.

**1. Overview of Wetland Banking Fees**

Minnesota Statutes 103G.2242 authorize BWSR to assess fees for managing wetland bank accounts and establishing conservation easements, and Minnesota Statutes 103B.103 require BWSR to collect a financial contribution for easement stewardship. These fees are currently implemented through BWSR Board adopted policies as follows:

A. Account Establishment and Initial Deposit Fee. This fee is assessed at the time of the first credit deposit into the wetland bank account. The Account Establishment and Initial Deposit Fee is assessed at 6.5% of the value of the credits deposited, not to exceed \$1,000.

B. Deposit Fees. Deposit fees are assessed starting with the second credit deposit (the initial deposit is part of the Establishment fee). Credit deposit fees are assessed at 6.5% of the value of the credits deposited, not to exceed a total of \$1,000 per deposit.

C. Account Transfer Fee. Account transfer fees are assessed at 6.5% of the value of the credits transferred, not to exceed \$1,000 per transfer. Transfer fees are assessed when credits are transferred by any means (e.g. sale, gift, donation, exchange) from one account holder to a new account holder, but not used for replacement purposes.

D. Withdrawal Fee. Withdrawal fees are incurred when credits are withdrawn for the purposes of wetland replacement and are assessed at 6.5% of the value of the credits withdrawn.

E. Account Maintenance Annual Fee. Account maintenance fees are assessed annually at 1% of the value of the credits in each account, not to exceed \$500. The account maintenance fee will not be assessed in the same calendar year during which an establishment fee is assessed and paid.

F. Easement Acquisition Fee. Each wetland mitigation easement will be assessed an easement acquisition fee of \$3,400. The fee will be assessed in two installments: (1) an initial fee of \$1,000 will be assessed at the time the mitigation sponsor initiates the acquisition process and, (2) the balance of the easement acquisition fee (\$2,400) will be assessed when BWSR prepares the conservation easement and transmits it to the landowner for signature.

G. Easement Stewardship Fee. The easement stewardship fee provides a source of revenue to cover the costs of monitoring State-held wetland mitigation easements over time. The fee per easement is \$7,800 and is assessed as a \$302 per credit fee applied when credits are withdrawn from the account.

Additional details on wetland banking fees are available on the BWSR website: <https://bwsr.state.mn.us/wetland-bank-credits-and-fees>.

## **2. Application of Wetland Banking Fees in the 2015-2020 Interagency Agreement**

The following fees were in existence in 2015 when this agreement was executed:

A. Account Establishment and Initial Deposit Fee.

B. Deposit Fees.

C. Account Transfer Fee.

D. Withdrawal Fee.

E. Account Maintenance Annual Fee.

These fees were waived for MnDOT through the 2015-2020 interagency agreement and consistent with prior interagency agreements. These fees were waived as a benefit of the interagency agreement for both agencies by reducing administrative costs for wetland replacement administration. Instead of managing numerous individual transactions and fee payments during the course of a year, these costs are effectively combined into a single payment one-time per year under the terms of the interagency agreement. This approach also provides both agencies with a known expense/revenue amount that can be planned for and budgeted well in advance of any given fiscal year.

In 2017, the BWSR Board adopted a new wetland banking fee policy that included the following new fees:

F. Easement Acquisition Fee.

G. Easement Stewardship Fee.

These fees were also waived for MnDOT wetland banking activities consistent with the spirit of the 2015-2020 interagency agreement.

**3. Application of Wetland Banking Fees in the 2021-2024 Interagency Agreement**

Under the 2021-2024 interagency agreement, wetland banking fees will apply to MnDOT wetland banking activities as follows:

**A. Wetland Credits Generated from Wetland Banks that MnDOT is a Sponsor (sole or in partnership):**

Waived: A. Account Establishment and Initial Deposit Fee; B. Deposit Fees; C. Account Transfer Fee; D. Withdrawal Fee; and E. Account Maintenance Annual Fee.

Not Waived: F. Easement Acquisition Fee; and G. Easement Stewardship Fee.

The waived/not waived approach outlined here is to provide consistent application of wetland banking fees as had been the case under prior interagency agreements and to provide for the two new fees that were implemented in 2017. Specific to the Easement Stewardship Fee, BWSR is required by statute to collect these funds and transfer them to the State Board of Investment. BWSR is open to alternative means to pay these fees that may differ from the current process for private wetland banks (where the fee is collected at the time of credit withdrawal).

**B. Purchase of Wetland Credits from Private Wetland Banks:**

Waived: A. Account Establishment and Initial Deposit Fee; B. Deposit Fees; C. Account Transfer Fee; and E. Account Maintenance Annual Fee; and F. Easement Acquisition Fee.

Not Waived: D. Withdrawal Fee; and G. Easement Stewardship Fee.

The Withdrawal Fee is not being waived as the proceeds from this fee support programmatic work by BWSR staff throughout private bank approval and development processes and in effect reimburses BWSR for costs incurred prior to credit withdrawal. Again, specific to the Easement Stewardship Fee, BWSR is required by statute to collect these funds and transfer them to the State Board of Investment.

**C. Wetland Credits Provided by the Local Government Roads Wetland Replacement Program (LGRWRP).**

Waived: A. Account Establishment and Initial Deposit Fee; B. Deposit Fees; C. Account Transfer Fee; D. Withdrawal Fee; and E. Account Maintenance Annual Fee.

Not Applicable: F. Easement Acquisition Fee; and G. Easement Stewardship Fee.

Finally, note that this memo uses the terms “waived” and “not waived” in reference to the process that would otherwise be used to collect wetland banking fees (i.e. the collection of fees on a transaction-by-transaction basis). BWSR is required by statute to collect banking transaction fees but has flexibility in the manner by which they are collected. The 2021-2024 interagency agreement utilizes that flexibility for the mutual benefit of the agencies.

#### 4. Summary and Conclusion

BWSR has an array of wetland banking fees that are intended to ensure that State costs are covered for all wetland banking activities and transactions. These fees have been established to ensure that wetland impacts and required replacement bear their full costs and are not subsidized by unrelated funding sources. The long-standing relationship between MnDOT and BWSR provides for efficient administration of these fees and coordinated wetland replacement that directly benefits the provision of State and local transportation infrastructure with associated public environmental benefits.

In summary, the application of wetland banking fees in the 2021-2024 interagency agreement are as follows:

- Provides consistent application of wetland banking fees as has been the case under prior interagency agreements;
- Clarifies the payment of fees for activities associated with the FY 21'-24 Interagency Wetland Mitigation Agreement;
- Addresses the two new fees that were implemented in 2017;
- Provides that the Easement Stewardship Fee must be collected in accordance with statute; and
- Provides that the Withdrawal Fee is not being waived as the proceeds from this fee support programmatic work by BWSR staff throughout private bank approval and development processes and in effect reimburses BWSR for costs incurred prior to credit withdrawal.

Generally, the interagency agreement provides the following direct value and benefits to MnDOT:

- An alternative method to pay wetland banking fees;
- A means to pay wetland fees in a more administratively efficient manner;
- Funding to BWSR for staff to manage wetland credit bank transactions;
- Provides both agencies with a known expense/revenue amounts that can be planned for and budgeted well in advance of any given fiscal year;
- Direct BWSR staff support for MnDOT credit acquisition (i.e. RFP development, RFP response evaluation, purchase agreements, etc.);
- Provides coordinated wetland credit management between the Local Government Road Wetland Replacement Program and the State Highway System; and
- Support for wetland replacement coordination for State and local road authorities.



**STATE OF MINNESOTA  
INTERAGENCY CONTRACT**

Federal Project #: NA

State Project (SP) #: NA

Trunk Highway (TH) #: NA

Project Identification: FY '20-'24 Interagency Wetland Mitigation Agreement

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Board of Water and Soil Resources ("BWSR").

**Contract**

---

**1. Term of Contract; Incorporation of Exhibits**

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

**2. Recitals**

- 2.1 Under Minnesota Rules Chapter 8420, BWSR is responsible for providing wetland replacement for certain qualifying local public road projects that impact wetlands and MnDOT is responsible for providing replacement for wetland impacts associated with DOT projects. Wetland replacement is typically also required for many of these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers ("Corps").
- 2.2 BWSR established the Local Government Road Wetland Replacement Program (LGRWRP) in 1996 in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.
- 2.3 MnDOT historically established wetland banks to meet the wetland replacement needs for state transportation projects.
- 2.4 Previous interagency agreements between MnDOT and BWSR established a partnership, referred to as the Cooperative Wetland Replacement Partnership (CWRP), to collaborate and create efficiencies in the state's provision of wetland replacement for public road projects in Minnesota.
- 2.5 BWSR and MnDOT are currently committed to continuing to work together to efficiently provide wetland replacement for public road projects through shared procurement processes, technical expertise, etc.
- 2.6 Currently, MnDOT and BWSR provide wetland replacement either by establishing wetland banks that generate wetland credits or by purchasing wetland credits from existing privately-owned wetland banks. An alternative method for satisfying wetland replacement requirements, through a purchase of credits from an In-Lieu Fee Program (ILFP), is currently under development by BWSR and expected to become available for both BWSR and MnDOT use in calendar year 2020.
- 2.7 The LGRWRP has an outstanding debt owed to MnDOT as a result of previous cooperative efforts to establish and maintain the CWRP. Exhibit A depicts the current value of the outstanding debt.

### 3. Duties of the Parties

#### 3.1 BWSR Duties.

- 3.1.1 BWSR will provide wetland credits for MnDOT's use through purchases of wetland bank credits approved for use under the Wetland Conservation Act and the Section 404 permitting program (hereafter referred to as "approved credits"), development of wetland banks that will produce approved credits, or the ILFP in response to MnDOT specified needs throughout the period of this agreement.
- 3.1.2 BWSR will consult with MnDOT in the targeting and selection of wetland bank sites and make all reasonable efforts to identify opportunities for both MnDOT and LGRWRP wetland bank credit purchases and wetland bank development projects to accommodate the anticipated wetland replacement needs of both the LGRWRP and MnDOT.
- 3.1.3 For wetland credit purchases, BWSR will provide MnDOT a written cost estimate for each proposed wetland credit purchase. BWSR will proceed with the credit purchase after receiving written approval of the estimate from MnDOT and will invoice MnDOT for the amount specified in the approved cost estimate.
- 3.1.4 For development of wetland banks, BWSR will provide a cost estimate for the project by task (including, as appropriate, design and review, easement payments, construction activities, monitoring, fees and contributions, post construction management activities, etc.). BWSR will proceed with project development tasks after receiving written approval of the estimate from MnDOT and will invoice MnDOT periodically through the process as funds are needed to complete project tasks.
- 3.1.5 As LGRWRP funding allows, BWSR will make all reasonable efforts to pay back the LGRWRP debt to MnDOT through transfers of credits in LGRWRP bank accounts and any other means agreeable to both agencies. BWSR will respond to MnDOT requests for debt repayment in writing and may deny a request to transfer particular LGRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LGRWRP needs. Transfer of credits from LGRWRP to MnDOT accounts will reduce the outstanding debt. The value of transferred credits will be based on the full cost to establish those particular credits.
- 3.1.6 BWSR will provide an annual summary of the status of BWSR's debt to MnDOT.

#### 3.2 MnDOT Duties.

- 3.2.1 MnDOT will provide funds in an amount not to exceed \$12,500,000 for purchases of approved wetland bank credits, development of wetland banks, and use of the ILFP.
- 3.2.2 MnDOT will provide a forecast of wetland credit needs for fiscal years FY '21 through FY '24 no later than May 31 of the preceding fiscal year so that BWSR can incorporate credit acquisition and credit development tasks into its annual spending plan.
- 3.2.3 Any MnDOT request for credits will be in writing in a form agreeable to both agencies.

### 4. Consideration and Payment

- 4.1 The total obligation of MnDOT for all compensation and reimbursements to BWSR for the services provided under this Contract will be an amount not to exceed \$12,500,000.
- 4.2 BWSR will not initiate credit acquisition or wetland bank development for MnDOT use until MnDOT has provided written approval of each transaction, and the commitment to provide funding in the amount necessary to acquire or develop the credits has been provided to BWSR.



**5. Conditions of Payment**

- 5.1 All services provided by BWSR under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving BWSR invoices for services performed or scheduled to be performed, in cases where funds will be provided in advance. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify BWSR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay BWSR within 30 days of receipt of such invoice.
- 5.3 BWSR must create and enter an invoice in SWIFT for each transaction after the transaction's approval by MnDOT, in accordance with Section 4.2. Invoices must be sent to MnDOT's Project Manager.
- 5.4 MnDOT will make payment using the bilateral netting process in SWIFT.

**6. Contract Personnel**

- 6.1 MnDOT's Authorized Representative will be:

Name: Marni Karnowski or his/her successor.  
Title: Chief Environmental Officer  
Street Address: 395 John Ireland Blvd., MS #620  
City, State, Zip: Saint Paul, MN 55155  
Telephone: 651-366-3602  
Email: marni.karnowski@state.mn.us

- 6.2 MnDOT's Project Manager will be the contact for technical issues. MnDOT's Project Manager will be:

Name: Beth Brown or successor.  
Title: Environmental Program Specialist  
Street Address: 395 John Ireland Blvd., MS #620  
City, State, Zip: Saint Paul, MN, 55155  
Telephone: 651-366-4297  
Email: elizabeth.a.brown@state.mn.us

- 6.3 BWSR's Authorized Representative will be:

Name: Tim Smith or successor.  
Title: Wetland Mitigation Coordinator  
Street Address: 520 Lafayette Road North  
City, State, Zip: Saint Paul, MN 55155  
Telephone: 651 600-7554  
Email: tim.j.smith@state.mn.us

**7. Amendments**

- 7.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**8. Liability**

- 8.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**9. Termination**

- 9.1 Either party may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

- 9.2 Termination for Insufficient Funding. MnDOT may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to BWSR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, BWSR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide BWSR notice of the lack of funding within a reasonable time of MnDOT's receipt of that notice.
- 9.3 Suspension. MnDOT may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by BWSR during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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

**BWSR**

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

By: [Signature]  
 Title: Chief Financial Officer  
 Date: 10-04-19

By: [Signature]  
 Title: Assistant Director  
 Date: 10-4-19

**STATE ENCUMBRANCE VERIFICATION**

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

By: Marcia  
 Digitally signed by  
 Marcia Guerra  
 Date: Guerra  
 Date: 2019.10.18 10:34:23  
 -05'00'

SWIFT Contract # 167743

SWIFT Purchase Order # 3000504074

**COMMISSIONER OF TRANSPORTATION**

Nancy  
 Daubenberger

Digitally signed by Nancy  
 Daubenberger  
 Date: 2019.10.18 15:31:12 -05'00'

By: \_\_\_\_\_  
 Title: Assistant Commissioner  
 Date: \_\_\_\_\_

**MNDOT CONTRACT MANAGEMENT**

By: [Signature]  
 Date: 10/28/2019

## Exhibit A

### LGRWRP MNDOT Debt Repayment

Debt repayment based on outstanding amount of \$1,701,476 on 1 November 2016

Date	LRWRP Bank	Credit Amt	Credit Type	Credit value	Total	Cumulative Total	BWSR Debt	Bsulto App Number	Notes
9-Nov-16	Schramel	2.0000	fresh wet meadow	\$12,383.00	\$24,766.00	\$24,766.00	\$1,676,710.00	9897T	Credits transfered to MNDOT account 1620
9-Nov-16	Schramel	3.0000	shrub-carr	\$12,383.00	\$37,149.00	\$61,915.00	\$1,639,561.00	9897T	Credits transfered to MNDOT account 1620
22-Feb-17	Reed	6.78	fresh wet meadow	\$17,265	\$117,056.70	\$178,971.70	\$1,522,504.30	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.4495	shrub-carr	\$17,265	\$25,025.62	\$203,997.32	\$1,497,478.68	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.2605	hardwood swamp	\$17,265	\$21,762.53	\$225,759.85	\$1,475,716.15	xxxxx	Eagles Nest project - direct debit, no transfer
20-Nov-17	Reed	1.25	shrub-carr	\$17,265	\$21,581.25	\$247,341.10	\$1,454,134.90	10452T	Credits transfered to MNDOT account 1639
20-Nov-17	Reed	1.25	fresh wet meadow	\$17,265	\$21,581.25	\$268,922.35	\$1,432,553.65	10452T	Credits transfered to MNDOT account 1639





## MAD Project Number: 2021-040

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Barbara Tuckner

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$35,140.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures  
*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner Requesting Agency: Elizabeth Harens

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 251 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$35,140.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Elizabeth Harens. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Renda E Rappa</b> Title: Date: Digitally signed by Renda E Rappa Date: 2020.09.15 15:04:55 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

---

# Proposal

Minnesota Department of Transportation  
Renewing Mission and Values  
September 15, 2020

---

**Proposal prepared by:**

Barbara Tuckner  
651-259-3811  
[barbara.tuckner@state.mn.us](mailto:barbara.tuckner@state.mn.us)

## **Enterprise Director, MAD**

Ryan Church

## **Assistant Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800

# Background

MnDOT's Organizational Planning and Measurement (OPM) group is seeking an independent review of its existing mission and core values as part of a larger effort to develop a strategic plan for the agency. It is the goal of OPM to build a strategic plan that inspires employees and stakeholders and is relevant in the current environment and climate across the state.

MnDOT has asked MAD to conduct a series of focus groups that will provide feedback on the existing mission and core value elements. Focus groups would be conducted virtually, with notes captured to inform a report with recommendations for shifts in language and potential priorities that align with the emerging mission. MAD would also partner with MnDOT's Communications and Public Engagement office as they gather input from all MnDOT employees through a survey: MAD would advise on questions and topics and use survey results to inform a final report.

## Products

1. Deliver a draft mission statement and a set of core values for the agency.
2. Identify potential high-level priorities based on feedback from focus groups and interviews.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be September 30, 2020 (or when the interagency agreement is signed) through December 31, 2020. If the interagency agreement is not signed by September 21, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Review OPM's work to date and discuss general approach and timing of activities. Draft a core set of questions to be used in focus group and help inform the all-employee survey questions in partnership with the Communications and Public Engagement office	8
Gather data through 1.5-hour facilitated focus groups: <ul style="list-style-type: none"><li>• Executive Leadership Team: Two focus groups with five participants/group</li><li>• Senior Leadership Team: Three focus groups with eight participants/group</li><li>• Managers: Up to 10 focus groups with eight participants/group</li><li>• Employee Resource Groups (ERG): Two focus groups with eight participants and representatives from all nine ERGs</li><li>• Divisional Diversity and Inclusion Committees: two focus groups with up to 6 participants each</li></ul>	135
Prepare a brief draft report that includes: <ul style="list-style-type: none"><li>• MnDOT's agency-wide survey findings, and trend data;</li></ul>	65



Activities	Hours
<ul style="list-style-type: none"> <li>MAD's focus groups findings;</li> <li>a draft updated mission statement;</li> <li>and, identified core values, and emerging priorities.</li> </ul>	
Review results at a meeting with key stakeholders and determine a path and process for an agency-wide review and identification of priorities.	5
Subtotal	213
Project management, including client communication (18%)	38
<b>Total hours</b>	<b>251</b>
<b>Total costs: (251 hours times \$140)</b>	<b>\$35,140</b>

## Documentation

MAD would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

## Clients and Consultants

The primary client contact would be Elizabeth Harens. The MAD project lead would be Barbara Tuckner; other MAD consultants may also provide services to the client.

## Client Responsibilities

- Identify and support MAD with scheduling focus group and interview participants.
- Support MAD in the development of the focus group questions and partner with the consultants to drive the inquiry and craft draft mission and core values statements.
- Arrange for partnership with MnDOT's Communications and Public Engagement Office.
- MnDOT's Communications and Public Engagement Office would be responsible for all aspects of the employee survey.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data MAD collects on individuals (such as focus group or interview information) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget–approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the

costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## **AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-040**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-040** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the original contract shall be amended to read:

### **5. Effective Dates:**

This agreement is effective September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2020~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-040**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-040** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **1, 3 & 5** of the agreement shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, and additional services identified in Exhibit A, ~~which is both~~ are incorporated and made part of this agreement.

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~251~~ 413 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$35,140.00~~ \$57,820.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:


Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**5. Effective Dates:**

This agreement is effective September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2021~~ September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Renda E Rappa</b> Title: <b>Renda E Rappa</b> Date: <b>2021.02.01 15:16:06 -06'00'</b>  Digitally signed by Renda E Rappa
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

# MnDOT Strategic Planning Timeline and Amendment

Name	Definition	Stakeholder Involvement	Process	Timing	Deliverable	Est. Hrs.
<b>Mission</b>	Why we exist—often tied to state statute	ELT, SLT, Managers, staff, stakeholders	<ul style="list-style-type: none"> <li>• Manager's meeting feedback</li> <li>• Focus Groups</li> <li>• Survey</li> </ul>	<ul style="list-style-type: none"> <li>• 1/11/21 focus group summary</li> <li>• MAD Mission statement samples</li> </ul>	<ul style="list-style-type: none"> <li>• Data summary</li> <li>• Draft sample mission statements</li> </ul>	Current contract
<b>Values</b>	How we show up in our work	ELT, SLT, Managers Meeting, staff	<ul style="list-style-type: none"> <li>• Manager's meeting feedback</li> <li>• Focus Groups</li> <li>• Survey</li> </ul>	<ul style="list-style-type: none"> <li>• 1/11/21 focus group summary</li> <li>• MAD Mission statement samples</li> </ul>	<ul style="list-style-type: none"> <li>• Data summary</li> <li>• Draft value statement and simple rules</li> </ul>	Current contract
<b>Priorities/Goals</b>	Or goals?	Asked in focus groups	<ul style="list-style-type: none"> <li>• Manager's meeting feedback</li> <li>• Focus Groups</li> <li>• Survey</li> </ul>	<ul style="list-style-type: none"> <li>• 1/11/21: Highlighted in focus group summary</li> <li>• 2/16/21 ELT/SLT Finalize Mission, Values, Priorities</li> </ul>	<ul style="list-style-type: none"> <li>• Crisp statement of (3-5) priorities with descriptive language for each.</li> </ul>	Current contract
<b>Vision</b>	What are aiming for as an agency	Use existing vision or, develop specific Commissioner's	TBD—will vet with Commissioner	TBD	TBD	TBD
<b>BLOCKS</b>	What's in the way of priorities?	Priority Leads, MnDOT subject matter experts, Communications Office	<ul style="list-style-type: none"> <li>• Two focus groups max of 5 people each—one hour each</li> <li>• Develop guiding templates as needed</li> </ul>	<ul style="list-style-type: none"> <li>• After 2/16/21</li> </ul>	<ul style="list-style-type: none"> <li>• Identify several BLOCKS per each priority (emphasis no "lack of" language)</li> <li>• Narrow list down to 3 indelible/perennial BLOCKS per priority</li> </ul>	Current contract



# MnDOT Strategic Planning Timeline and Amendment

<b>Strategies</b>	Addressing BLOCKS to accomplish priorities or goals	Priority Leads, MnDOT subject matter experts, Communications Office	<ul style="list-style-type: none"> <li>• 5-7 Representatives named by priority leads</li> <li>• Facilitate by each Priority @2+ hrs. each</li> <li>• Develop guiding templates as needed</li> <li>• Vet with ELT</li> <li>• Fine tune with reps as needed</li> <li>• Finalize and publish</li> </ul>	<ul style="list-style-type: none"> <li>• Beginning 4/4/21 through 4/23/21—develop strategies (3 hours+)</li> <li>• By April 30, ELT vets (2+ hours)</li> <li>• 6/11/21 finalize</li> </ul>	<ul style="list-style-type: none"> <li>• Identify 2-3 strategies per priority that will overcome the BLOCKS <u>and guide all levels within MnDOT (scalable) as they identify action plan for their respective areas.</u></li> </ul>	50
<b>Measurement</b>	Tracking progress of Priorities and Strategies	By priority and strategies	<ul style="list-style-type: none"> <li>• MAD facilitates measure development for the priority areas using RBA (6 hrs. ea. over two days)</li> <li>• Build internal RBA capacity with above five</li> </ul>	Completed June 30, 2021	<ul style="list-style-type: none"> <li>• Worksheets with measures, and data plans where data is absent.</li> <li>• Planning document with names of data keepers, leads for each measurement area, etc.</li> <li>• Recommend measure display/scorecard formats?</li> <li>• Recommend reporting format/cadence?</li> </ul>	2 MAD consult. 72
<b>Documentation for Publication &amp; Distribution</b>		Communications: Primary	<ul style="list-style-type: none"> <li>• Compile all materials for communications and provide sample planning documents for design options</li> <li>• Review options for final public comments and provide written materials as needed.</li> </ul>	Completed July 5 <sup>th</sup> —all parts of the plan	<ul style="list-style-type: none"> <li>• Documentation of all aspects of the strategic plan to be published.</li> <li>• Recommendations for internal distribution and integration of the plan</li> <li>• Provide supplemental writing and language as needed.</li> </ul>	15

# MnDOT Strategic Planning Timeline and Amendment

Amendment through 9/30/21	
Subtotal	137
Project management, including client communication (18%)	25
<b>Total hours</b>	<b>162</b>
<b>Total costs: (162 hours times \$140)</b>	<b>\$22,680</b>

**AMENDMENT #3 to INTERAGENCY AGREEMENT  
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES  
AGREEMENT NUMBER 2021-040**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-040** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **3** of the agreement shall be amended to read:

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~4135~~13 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$57,820.00~~ \$71,820.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Renda E Rappa</b> Title: Date: Digitally signed by Renda E Rappa Date: 2021.06.04 14:26:44 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

## **AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-013**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation Technical Certification: COMWDMRL**, has an interagency agreement identified as **2021-013 (Contract: 180274, Order: 3000546677)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 5 of the original contract shall be amended to read:

### **5. Effective Dates:**

This agreement is effective July 15, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2024~~ June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

## **AMENDMENT #5 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-013**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation Technical Certification: COMWDMRL**, has an interagency agreement identified as **2021-013 (Contract: 180274, Order: 3000546677)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 5 of the original contract shall be amended to read:

### **5. Effective Dates:**

This agreement is effective July 15, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2022~~ June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:



MnDOT Contract #: [1044968]

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Description: Procurement of Hardware and Software for ARMER System Upgrade

This Agreement is between the Minnesota Department of Transportation ("Mn/DOT") and the Department of Public Safety, acting on behalf of the Emergency Communication Networks division ("DPS").

**WHEREAS**, a Statewide Public Safety Radio and Communication plan (hereinafter referred to as the "Plan") has been developed and adopted in accordance with Minnesota Statutes § 403.36, subdivision 2, providing for the construction, ownership and operation of a statewide emergency communication system (hereinafter referred to as the "System" or "ARMER"); and

**WHEREAS**, pursuant to Minnesota Statutes § 403.36 the Statewide Emergency Communications Board, comprised of representatives from Mn/DOT, DPS, and local political subdivisions, (hereinafter referred to as the "Board") has overall responsibility for the Plan and for assuring that generally accepted project management techniques are utilized for each phase of the Plan implementation; and

**WHEREAS**, pursuant to Minnesota Statutes § 403.37 the Board is responsible for oversight of Plan implementation and for establishing and enforcing performance and operational standards for the System; and

**WHEREAS**, DPS is directed by Minnesota Statutes § 403.36, subdivision 1(e), to implement the Plan and to contract with Mn/DOT to construct, own, operate, maintain and enhance the elements of the backbone system defined in the Plan; and

**WHEREAS**, Mn/DOT is directed by Minnesota Statutes § 403.36, subdivision 1(e), to contract for, or procure by purchase or lease (including joint purchases and lease agreements), construction, installation of materials, supplies and equipment, and other services as may be needed to build, operate and maintain the system backbone of the statewide public safety radio and communication system; and

**WHEREAS**, the Board, Mn/DOT and DPS conducted a strategic planning session and determined the System is a substantial investment for the future and should be upgraded and maintained regularly;

**NOW THEREFORE**, in consideration of the foregoing and in consideration of the mutual covenants herein contained, the parties mutually agree hereby as follows:

### Agreement

---

#### 1. Term of Agreement

**1.1 Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes § 16C.05, subdivision 2.

**1.2 Expiration Date:** This Agreement will expire five (5) years from the effective date.

#### 2. Scope of Work

The Statewide Emergency Communications Board at the June 2020 board meeting approved entering into a new contract (hereinafter referred to as "SUA2") with Motorola, the current provider, to provide a five-year software upgrade package that includes two major system upgrades to the existing System during the term of the contract.



SUA2 is conditional upon:

- Mn/DOT entering into a new five-year contract with Motorola for the State and political subdivisions' portions of the hardware and software upgrades;
- Mn/DOT executing the new contract by November 1, 2020; and
- Mn/DOT charging political subdivisions for the hardware and software annually, i.e. once a year, during the term of the new contract.

SUA2 pricing is comprised of:

• Technical Support	\$ 838,388.00
• Dedicated Field Service Offering ("FSO")	\$ 1,224,458.00
• Security Update Service	\$ 324,239.00
• SUA2 (Hardware and Software lifecycle replacement)	<u>\$ 29,312,915.00</u>
TOTAL	<u>\$ 31,700,000.00</u>

### 3. Consideration and Payment

**3.1** In consideration of Mn/DOT executing a five (5) year contract with Motorola consistent with the proposal provisions outlined in SUA2, DPS will reimburse Mn/DOT an amount not to exceed **Two Million Two Hundred Ninety Eight Thousand One Hundred Seventeen and 23/100 Dollars (\$2,298,117.23)** representing the following:

- 7.25% (rounded) of the Motorola 2021-2025 SUA2 Contract \$2,298,117.23

Total Reimbursement \$2,298,117.23

**3.2** Mn/DOT will create and enter four (4) invoices in SWIFT, consistent with the following schedule, no later than the tenth calendar day of the following months:

	January
• Calendar year 2022	\$519,287.59
• Calendar year 2023	\$557,142.71
• Calendar year 2024	\$592,625.21
• Calendar year 2025	\$629,061.72

**3.3** The total obligation of DPS for all consideration and reimbursements to Mn/DOT under this Agreement will not exceed **Two Million Two Hundred Ninety Eight Thousand One Hundred Seventeen and 23/100 Dollars (\$2,298,117.23)**.

### 4. Conditions of Payment

**4.1** All services provided by Mn/DOT under this Agreement must be performed to DPS's satisfaction as determined at the sole and reasonable discretion of the DPS Authorized Representative.

**4.2** DPS will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes § 16A.124, subd. 3. DPS will make undisputed payments no later than 30 days after receiving Mn/DOT invoices for services performed. If an invoice is incorrect, defective or otherwise improper, DPS will notify Mn/DOT within 10 days of discovering the error. After DPS receives the corrected invoice, DPS will pay Mn/DOT within 30 days of receipt of such invoice.

**4.3** Mn/DOT must create and enter an invoice in SWIFT.

**4.4** DPS will make payment using the bilateral netting process in SWIFT.

**5. Authorized Representatives****5.1** Mn/DOT's Authorized Representative will be:

Name/Title: Tim Lee/Director (or his successor)  
MnDOT - Office of Statewide Radio  
Street Address: 1500 W. County Rd. B2; MS730  
Roseville, MN 55113  
Telephone: 651-234-7963  
Email: [Tim.lee@state.mn.us](mailto:Tim.lee@state.mn.us)

**5.2** DPS's Authorized Representative will be:

Name/Title: Dana Wahlberg/Director (or her successor)  
Department of Public Safety, Emergency Communications Networks  
Street Address: 445 Minnesota St., Suite 1725  
St. Paul, MN 55101-5137  
Telephone: 651-201-7546  
Email: [dana.wahlberg@state.mn.us](mailto:dana.wahlberg@state.mn.us)

**6. Amendments**

Any Amendment to this Agreement 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 Agreement, or their successors in office.

**7. Liability**

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.

**DEPARTMENT OF PUBLIC SAFETY  
ENCUMBRANCE VERIFICATION**

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

DocuSigned by:  
Signed: Rita Strafella  
Date: 9/28/2020

SWIFT Purchase Order Number: 3-69904

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**DEPARTMENT OF PUBLIC SAFETY;  
EMERGENCY COMMUNICATION NETWORKS**

DocuSigned by:  
By: Dana Wahlberg  
Title: Director, Emergency Communication Networks  
Date: 9/28/2020

**Mn/DOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

## **STATE OF MINNESOTA INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Health (MDH) and the Minnesota Department of Transportation (MnDOT).

**Whereas**, MDH and MnDOT are empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10; and

**Whereas**, Minnesota Statutes Sections 15.061 and 144.0742 authorize MDH to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services; and

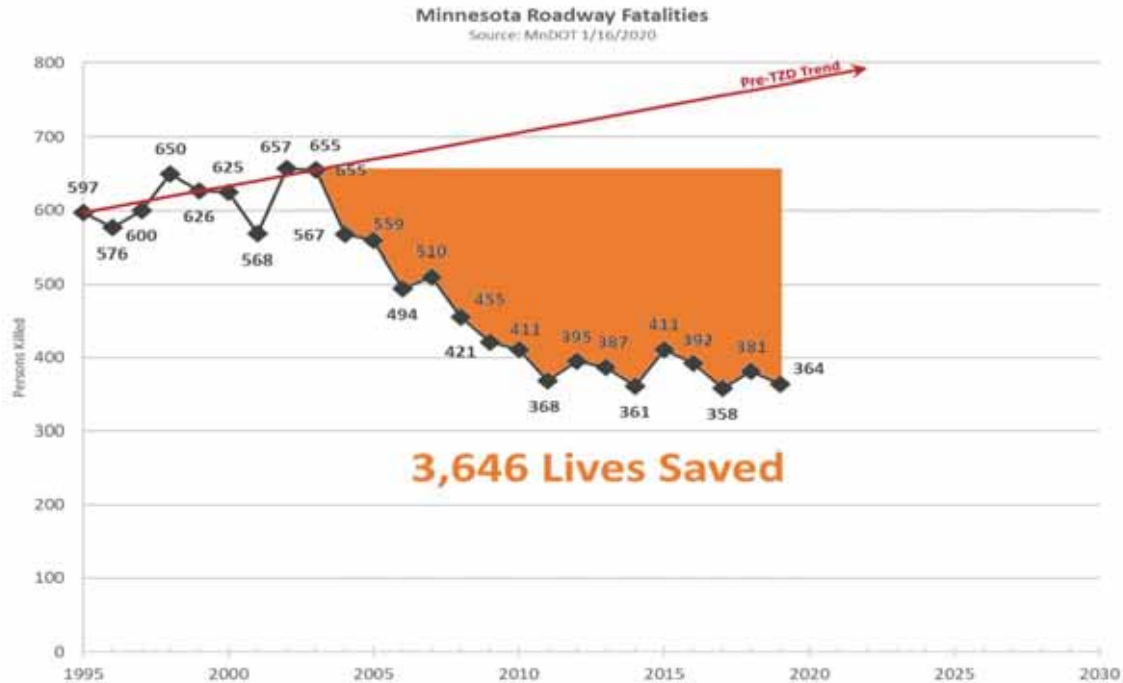
**Whereas**, Minnesota Statutes Section 144.05, Subdivision 1(1) grants MDH the specific authority to conduct studies and investigations, including those for the purpose of reducing the morbidity or mortality from any cause or condition of health; collecting and analyzing public health data; identifying and describing health problems; and planning and coordinating programs and services affecting the public's health; and

**Whereas**, Minnesota Statutes Section 144.05, Subdivision 1(2), authorizes MDH to plan, facilitate, coordinate, provide, and support the organization of services for the prevention and control of illness and disease and the limitation of disabilities resulting therefrom; and

**Whereas**, under Minnesota Statutes Section 144.05, Subdivision 1(6), MDH is responsible to coordinate and integrate local, state, and federal programs and services affecting the public's health; and

**Whereas**, Minnesota Statutes Section 144.05, Subdivision 2(3), makes it part of MDH's statutory mission to coordinate MDH's activities, wherever appropriate, with the activities of other governmental agencies; and

**Whereas**, Minnesota is currently experiencing a traffic crash epidemic and this is a public health concern (see chart, below); and



Whereas, MnDOT is the only agency with authority and experience to deploy, collect and analyze speed data for mobile dynamic speed signs to assist MDH with presenting this data at national and local traffic safety and public health conferences.

NOW, THEREFORE, it is agreed:

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** July 27, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** July 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibit.** Exhibit A is attached and incorporated into this Contract.

#### 2 Scope of Work

MnDOT, under this Interagency Agreement, will (1) purchase four mobile dynamic speed signs (education and enforcement devices), at a cost of \$5,215 each for a total of \$20,860; (2) deploy these dynamic speed signs in places across Minnesota to be determined by MnDOT; (3) collect and analyze speed data to discern changes in driver behavior; and (4) partner with MDH to present the results at national and local traffic safety and public health conferences. The speed signs will be owned and operated by MnDOT and their engineering and enforcement partners.

#### 3 Consideration and Payment

During the period of July 27, 2020 through July 31, 2021, MDH will reimburse MnDOT for the purchase of four dynamic speed signs at a cost of \$5,215 each. The total obligation of MDH for all compensation and reimbursements to MnDOT under this agreement will not exceed \$20,860. See Exhibit A.

#### 4 Conditions of Payment

All services provided by MnDOT under this agreement must be performed to MDH's satisfaction, as determined at the sole discretion of MDH's Authorized Representative.

#### 5 Authorized Representative

The MnDOT's Authorized Representative is Brian K. Sorenson, State Traffic Engineer, MnDOT Office of Traffic Engineering, 1500 West County Road B2, Roseville, MN 55113, 651.234.7004, brian.sorenson@state.mn.us or (Kristine Hernandez, Statewide Toward Zero Deaths Program Coordinator, MnDOT Office of Traffic Engineering, 2900 48<sup>th</sup> Street NW, Rochester, MN 55901, 507.273.0677, kristine.hernandez@state.mn.us), or their successor.

MDH's Authorized Representative is Mark Kinde, Health Program Manager Senior, 85 East Seventh Place, Suite 220, P.O. Box 64882, Saint Paul, MN 55164-0882, 651.201.5447, mark.kinde@state.mn.us.

#### 6 Amendments

Any amendment to this agreement 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 agreement, or their successors in office.

#### 7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

#### 8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

##### 1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Seth Rasmussen Digitally signed by Seth Rasmussen  
Date: 2020.07.29 07:56:10 -05'00'

Date: 07/29/2020

##### 2a. Minnesota Department of Transportation

By: \_\_\_\_\_  
(With delegated authority)

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

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

##### 3. Minnesota Department of Health

By: \_\_\_\_\_  
(With delegated authority)

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

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

##### 2b. MnDOT Grants Unit

By: Kelli Peters Digitally signed by Kelli Peters  
Date: 2020.10.01 08:24:09  
-05'00'  
Date: \_\_\_\_\_

##### 2c. MnDOT Contract Management

(As to Form and Execution)

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



**Safe travels.**

Traffic and Parking Control Co., Inc.

5100 West Brown Deer Road  
Brown Deer, Wisconsin 53223

Phone (800) 236-0112 • TAPCONet.com • Fax (800) 444-0331

Exhibit A

~~MnDOT Contract No. 1044905~~

MnDOT Contract No. 1045008

**SALES QUOTE**

**Customer Copy**

Number	Q20008152
Date	5/18/2020
Page	1

Sell To Cust. C26358	MNDOT - Rochester District 6 Kristine Hernandez 2900 48Th St Nw Rochester, MN 55901-5848 USA			Ship To Cust.	MNDOT - Rochester District 6 Kristine Hernandez 2900 48Th St Nw Rochester, MN 55901-5848 USA	
Customer PO #		Expires	Slsp	Terms	Freight	Ship Via
SAFEPACE 475		6/17/2020	Deidre Jones	Net 30 DAYS	PREPAID	BEST RATE

Item	Description	Quantity	UM	Price	Extension
129868	Safe Pace 475,18" Radar Feedback Sign,4 Cell 12.8v Batt Power,White HIP Face, 31.5"x42"hx3.5"d,53#	4	EA	4,745.25	\$18,981.00
109881	Safe Pace Data Collection via Bluetooth Need 1 per unit	4	EA	470.25	\$1,881.00

**\*\*Free Shipping\*\***

Current Lead Time: 6-8 Weeks

Thank you! Deidre Jones  
Email: Deidre.jones@tapconet.com  
Phone: 262-649-5227

TAPCO OMNIA Partners Contract # 2020-200

Shipment within \_\_\_\_\_  
Acceptance By \_\_\_\_\_  
Date \_\_\_\_\_  
By \_\_\_\_\_

Merchandise	Freight	Tax	Total
\$20,862.00	\$0.00	\$0.00	\$20,862.00

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>





## MAD Project Number: 2021-044

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Barbara Tuckner

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$79,240.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures  
*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner Requesting Agency: Dan Krom

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 566 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$79,240.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective September 30, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Dan Krom. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Renda E Rappa</b> Title: Date: Digitally signed by Renda E Rappa Date: 2020.09.28 11:54:36 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

---

# Proposal

Minnesota Department of Transportation Freight and Commercial  
Vehicle Operations—Knowledge Management  
September 21, 2020

---

**Proposal prepared by:**

Barbara Tuckner  
651-259-3811  
[barbara.tuckner@state.mn.us](mailto:barbara.tuckner@state.mn.us)

## **Enterprise Director, MAD**

Ryan Church

## **Assistant Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development (MAD) is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

Minnesota Department of Transportation's (MnDOT's) Office of Freight and Commercial Vehicle Operations (OFCVO) would like support in completing its knowledge management work. Work on succession planning was started with the help of Minnesota Management and Budget's (MMB) workforce planning unit in partnership with the OFCVO NorthStar Fellow. This past work included interviews with staff leadership, including supervisors and managers. This project would summarize the work that has been done to date and review areas in which OFCVO is currently at greatest risk for interrupted service when staff leave OFCVO. MAD would also assess potential emerging knowledge management and succession planning work that would be necessary if the pandemic shifts OFCVO's priorities and service delivery models.

## Products

This will be decided in collaboration with the client and build upon the work that has been done to date.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be September 30, 2020 (or when the interagency agreement is signed) through December 31, 2022. If the interagency agreement is not signed by September 30, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The activities and hours below are estimates based on anticipated project needs at the time this proposal was prepared. MAD would work in partnership with the client to tailor activities to fit organizational priorities as they emerge, within the overall project budget below. MAD understands from OFCVO that the project budget will be split evenly between fiscal years 2021 and 2022—MAD will work with the client to sequence work accordingly.

Activities	Hours
Review work to date for content and to guide future data collection and approaches. Prepare an outline of products to develop for client review.	20
Work with leadership to review risk areas and anticipated industry or agency changes for OFCVO, identify rail staff to interview, review interview data already accumulated within CVO, and determine other data required to meet the division's succession planning needs.	25
Meet with OFCVO staff groups as needed to update staff on the project's status.	20
Build templates to collect information that meets the succession needs of the Office. This information would include areas of staff responsibility, state and federal requirements, critical resources to tap for support, and best practices associated with the work.	30



Activities	Hours
Meet one-on-one with identified staff to refine data collected to date and inform product development. Review emerging data routinely with the client to adjust product features as needed.	70
Create, edit, and deliver knowledge management documents for distribution and coordinate this work as needed with onboarding and offboarding procedures currently in place.	230
Coordinate activities with assigned partner and transfer skills as needed to build capacity within the Office.	45
Meet with Office leadership regularly to update project progress and course corrections.	40
Subtotal	480
Project management, including client communication (18%)	86
<b>Total hours</b>	<b>566</b>
<b>Total costs: (566 hours times \$140)</b>	<b>\$79,240</b>

## Documentation

Management Analysis and Development would provide the draft copy and the final documents in Adobe Acrobat (PDF) format.

## Clients and Consultants

The primary client contact would be Bill Gardner. The MAD project lead would be Barbara Tuckner; other MAD consultants may also provide services to the client.

## Client Responsibilities

- Identify internal partners to support the work, participate in data collection, and merge knowledge management work with OFCVO's onboarding and offboarding processes and procedures if applicable.
- Provide access to internal communication resources and tools to refine and brand developed products for distribution.
- Meet regularly with MAD to maintain momentum and review products as they are developing.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-044**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-044** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **1, 3 & 5** of the agreement shall be amended to read:

### **1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal in addition to the amendment proposal, which is incorporated and made part of this agreement.

### **3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~566~~ 616 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$79,240.00~~ \$86,240.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**5. Effective Dates:**

This agreement is effective September 30, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2022~~ April 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

**APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:  Title:  Date:	By:  Title:  Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:  Title:  Date:	By:  Title:  Date:

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Administration, State Historic Preservation Office ("SHPO"). The agreement will mutually aid both agencies in effectively meeting their respective review and consultation requirements under Section 106 of the National Historic Preservation Act of 1966, as amended, ("Section 106") and applicable state preservation laws.

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date:** This agreement will expire on June 30, 2023, unless terminated earlier pursuant to Article 8.
- 1.3 Exhibits:** Exhibits A (Travel Regulations), B (Progress Report Form), and C (Invoice) are attached and incorporated into this agreement.

**2 Scope of Work**

- 2.1** MnDOT will provide funding for contracted services as described in section 3 of this agreement. MnDOT will provide costs for the equivalent of up to 1.5 full-time employees and travel expenses for SHPO to do the work described in this agreement.
- 2.2** SHPO may use part of the allocated funds to contract with a professional archaeologist, architectural historian, or historian to aid their permanent staff in reviewing and responding to MnDOT CRU's Section 106 determinations and findings.
- 2.1** SHPO will be solely responsible for all human resources and labor relation matters between the SHPO employee(s) and the State of Minnesota, including, but not limited to, hiring, compensation, employee benefits, taxes, labor disputes, workers compensation claims, training and professional development.
- 2.2** The SHPO employee(s) will primarily assist with carrying out SHPO's Section 106 responsibilities (as described at 54 U.S.C. § 306018; 36 C.F.R. Part 800); and other applicable laws on federally funded MnDOT undertakings, and on federally funded local undertakings when referred to SHPO by MnDOT for review. The SHPO employee(s) will also be responsible for consulting with MnDOT on MnDOT undertakings (whether state or federally funded) as required by the Minnesota Historic Sites Act and Field Archaeology Acts, described at Minnesota Statute Ch. 138. SHPO remains solely responsible for its statutory obligations under Section 106 of the National Historic Preservation Act and all other applicable laws. Finally, the SHPO employee(s) will be the SHPO Team Lead assisting with the development of the new Section 106 Programmatic Agreement (PA) between FHWA, MnDOT, and SHPO, and will aid the MnDOT CRU PA Team Lead on organizing meetings and workgroups, reviewing meeting notes, drafting of the PA document, public outreach, and identification and engagement with other consulting parties.
- 2.3** SHPO will utilize the SHPO employee(s) to reduce its allocated Section 106 review and response time (as described in this paragraph) and to provide dedicated service to MnDOT which will allow MnDOT to more efficiently advance its environmental review of undertakings.
  - 2.3.1** From the start date of the liaison hiring, for the first four (4) months, SHPO's response time to submittals

from MnDOT during this time will remain the same, thirty calendar days, as codified in state and federal laws and regulations. For MnDOT submittals to SHPO beginning four months after the effective date of this agreement and through eight months after the effective date, SHPO will reduce its response time from thirty calendar days to twenty-five calendar days; and for MnDOT submittals to SHPO beginning eight months after the effective date of this agreement through the remainder of the agreement's term, SHPO will reduce its response time from twenty-five calendar days to twenty-one calendar days for the following review categories: comments on MnDOT Cultural Resources Unit's (CRU) determination(s) of eligibility for listing in the National Register of Historic Places (NRHP) (described at 36 C.F.R. § 800.4(c)(2)); comments on MnDOT CRU's findings of "no adverse effect" and "adverse effect" (described at 36 C.F.R. § 800.5); and consultation with MnDOT under the Minnesota Historic Sites Act (Minn. Stat. § 138.665, Subd. 2) and Field Archaeology Act (Minn. Stat. § 138.40).

- 2.3.2 Extension of these response times will be requested by SHPO and considered by MnDOT on a case-by-case basis and will be granted at the sole discretion of MnDOT CRU. SHPO will be responsible for notifying MnDOT CRU in writing via email when additional time is being requested, and, if granted by MnDOT, then MnDOT CRU and SHPO will determine a mutually agreeable alternative response time.
  - 2.3.3 Shortening these response times will be requested by MnDOT, and considered by SHPO, on a case-by-case basis for MnDOT undertakings with compressed timeframes.
  - 2.3.4 If more than 50 percent of a dedicated staff liaison's time is spent on development of the new Section 106 PA or other mutually agreed upon streamlining initiatives, SHPO reserves the right to request that the reduced response times be temporarily suspended until such a time that less than 50 percent of the employee's time is spent on such efforts.
- 2.4 Throughout the term of this agreement, MnDOT's State Authorized Representative, or designee, and a designated SHPO employee will communicate as needed (at least monthly) to update each other regarding current and upcoming state and federal reviews, as well as establish or set project review priorities. MnDOT CRU shall submit projects in order of priority when able, but recognizing that project schedules and priorities can change, project priorities may be changed at MnDOT's discretion at any time. On the first business day of each month, the designated SHPO employee will e-mail State's Authorized Representative a written list of the project priorities that SHPO is working on for MnDOT.

### **3 Consideration and Payment**

- 3.1 SHPO must submit a monthly progress report, using the format set forth in Exhibit B, showing the progress of work in work hours according to the tasks defined through the process described in Article 2 of this agreement.
- 3.2 MnDOT will pay for all services performed by SHPO on an actual cost reimbursement basis for the following items:
  - 3.2.1 Actual salary costs for up to 1.5 full-time employee(s) incurred by the SHPO, at the normal rate of pay plus reasonable and customary fringe, labor additive, and overhead expenses related specifically up to 1.5 full-time employee(s); and
  - 3.2.2 Travel and subsistence expenses for up to 1.5 full-time employee(s), in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". SHPO will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from MnDOT for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit A for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.; and
  - 3.2.3 Actual and reasonable costs of consultants and contractors engaged to perform the work, as approved by MnDOT.



- 3.3 MnDOT will not pay overtime rates for any overtime worked by SHPO unless State's Authorized Representative has specifically authorized overtime in writing.
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to SHPO under this agreement will not exceed \$125,000 per fiscal year and will not exceed \$375,000 for the total term of this agreement.
- 3.5 SHPO must submit invoices electronically for payment using the format set forth in Exhibit C. SHPO must submit invoices to MnDOT on December 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup>, and July 1<sup>st</sup> (or the first business day following each of these dates) while this agreement is in effect.
- 3.6 SHPO must submit the signed invoice, and all required supporting documentation, for review and payment to MnDOT's Consultant Services Section at [t7901accountspayble.dot@state.mn.us](mailto:t7901accountspayble.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statute § 16A.124 until the signed documents are received by MnDOT's Business Services Section.

#### **4 Conditions of Payment**

- 4.1 All services provided by SHPO under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving SHPO invoice for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify SHPO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay SHPO within 30 days of receipt of such invoice.

#### **5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Kristen Zschomler, Cultural Resources Unit Manager, or their successor  
Address: 395 John Ireland Boulevard, St. Paul, MN 55155  
Telephone: (651) 366-3633  
E-Mail: [kristen.zschomler@state.mn.us](mailto:kristen.zschomler@state.mn.us)

- 5.2 SHPO's Authorized Representative will be:

Name/Title: Amy Spong, Deputy SHPO, or their successor  
Address: 50 Sherburne Avenue, Suite 203, Saint Paul, MN 55155  
Telephone: (651) 201-3288  
E-Mail: [amy.spong@state.mn.us](mailto:amy.spong@state.mn.us)

#### **6 Amendments**

- 6.1 Any amendment to this agreement 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 Agreement, or their successors in office.

#### **7 Liability**

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

## 8 Termination and Suspension

- 8.1 Termination.** Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party. In the event this agreement is terminated, SHPO will be paid, as described in Articles 3 and 4 of this agreement, for services performed through the date of termination.
- 8.2 Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to SHPO. Written notice may be transmitted by electronic means. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, SHPO will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide SHPO notice of the lack of funding within a reasonable time of State's receiving that notice.
- 8.3 Suspension.** Either party may immediately suspend this agreement in the event of a total or partial government shutdown *due to failure to have an approved budget by the legal deadline*. Work performed by SHPO during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 9 Plain Language; Accessibility Standards

- 9.1 Plain Language.** Except for designs, plans, layouts, maps and similar documents, SHPO must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, SHPO will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2 Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, SHPO agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stnd_State_Accessibility.pdf)) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. SHPO's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
  - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, SHPO will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
  - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**MnDOT ENUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract ID No. 185098

SWIFT Purchase Order ID No. 3000561673

Minnesota Department of Administration,  
State Historic Preservation Office

Signed: 

Title: Director & Deputy SHPO

Date: 10/27/2020

**MnDOT COMMISSIONER**  
(with delegated authority)

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

**Travel Status**

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

**Restrictions**

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

**For Invoice No.:** \_\_\_\_\_

***(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)***

**From:** \_\_\_\_\_

Task	Hours Budgeted	Hours Accrued This Period	Total Hours Accrued To Date
TOTALS:			

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [t7901accountspayable.dot@state.mn.us](mailto:t7901accountspayable.dot@state.mn.us).

MnDOT Contract Number: 1045096

Contract Expiration Date: June 30, 2023

SP Number: NA

TH Number: NA

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$			
3. Subcontractor Costs: [FIRM NAME]	\$			
Net Earning Totals:	\$			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
[XXXX]			
[XXXX]			
[XXXX]			
Total**			

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

Contractor: \_\_\_\_\_

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

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

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





## MAD Project Number: 2021-053

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Barbara Tuckner

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$67,620.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures  
*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner Requesting Agency: Karin Van Dyck

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 483 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$67,620.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective October 20, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until October 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Margaret Anderson Kelliher. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2020.10.14 15:07:45 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

---

# Proposal

Minnesota Department of Transportation  
Senior Leadership Review  
October 14, 2020

---

**Proposal prepared by:**

Barbara Tuckner

651-259-3811

[barbara.tuckner@state.mn.us](mailto:barbara.tuckner@state.mn.us)

## **Enterprise Director, MAD**

Ryan Church

## **Assistant Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

## Background

The Minnesota Department of Transportation's (MnDOT's) commissioner would like to assess the effectiveness of MnDOT's leadership and associated teams. The commissioner seeks to build a more collaborative and efficient organization that is flexible and has capacity to effectively address changing stakeholder needs. MnDOT's remains committed to working through inevitable challenges inherent in a large decentralized agency and recognizes the need for continued collaboration and coordination. Currently, leadership performance varies greatly across MnDOT, and the commissioner would like to understand what options her office might consider to build a higher functioning organization that is led effectively.

MnDOT asked Management Analysis and Development (MAD) to conduct an assessment and provide recommendations that will support leadership effectiveness in these unpredictable times.

## Products

MAD would provide the following in support of MnDOT's leaders' effectiveness:

- A written report that identifies arenas of leadership effectiveness, processes and structures that support good decision making, and a set of recommendations to improve MnDOT's effectiveness in delivery of its mission
- Consultation with MnDOT leadership to develop a change plan for the agency to include identification of internal and external resources needed to drive desired changes
- Optional products may include organization development activities and leadership coaching in support of MnDOT's change management agenda

## Activities, Timeline, and Project Costs

The overall timeline for the project would be October 20, 2020 (or when the interagency agreement is signed) through October 31, 2021. MAD anticipates that the initial assessment and recommendations would occur in fall and winter 2020, with any identified follow-up activities occurring in 2021. If the interagency agreement is not signed by September 28, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Meet with MnDOT client and support to discuss logistics regarding scheduling focus groups and interviews, and finalize MAD's draft interview questions	8
Conduct and capture notes from one and one-half, to two-hour individual interviews with up to 20 members from the executive leadership and senior leadership teams	132
Conduct and capture notes from two, two-hour focus groups of up to four people each. Leaders would be from the divisional areas	12



Activities	Hours
Prepare a summary of interviews and focus group and provide recommendations to include leadership efficiencies, role clarity, effective and necessary communication loops, decision making speed and ease, and potential organization redesign elements	56
Prepare and deliver summary to all interview and focus group participants and discuss recommendations	5
Work with executive leaders as needed to prioritize recommendations, identify supports needed, and prepare a plan to drive desired changes	10
Optional organization development activities, to be determined in consultation with the client based on agency priorities (MAD would tailor activities to meet estimated hours): <ul style="list-style-type: none"> <li>Assist with adjusting the organization's structure to align with desired outcomes</li> <li>Develop a set of decision and process tools with internal leaders to clarify protocols and authority under different decision-making scenarios</li> <li>Provide coaching references or support as needed.</li> </ul>	186
Subtotal	409
Project management, including client communication (18%)	74
<b>Total hours</b>	<b>483</b>
<b>Total costs: (405 hours times \$140)</b>	<b>\$67,620</b>

## Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

## Clients and Consultants

The primary client contact would be Margaret Anderson Kelliher. The MAD project lead would be Barbara Tuckner; other MAD consultants may also provide services to the client.

## Client Responsibilities

- Identify key internal partners to support scheduling of virtual interviews, focus group, and other meetings.
- Work in partnership with MAD in all aspects of this project.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-053**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-053** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective October 20, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~October 31, 2021~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-053**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-053** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective October 20, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2021~~ February 28, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

## **AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-053**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-053** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective October 20, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~February 28, 2022~~ June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

## **AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-053**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-053** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **2 & 5** of the agreement shall be amended to read:

### **2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: ~~Barbara Tuckner~~ Barbara Deming  
Requesting Agency: ~~Karin Van Dyck~~ Elizabeth Harens

### **5. Effective Dates:**

This agreement is effective October 20, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2022~~ December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.



**APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By: Title: Date:	By: Title: Date:
<b>3. Encumbrance Verification</b>	<b>4.MnDOT Contract Management</b>
By: Title: Date:	By: Title: Date:

## **AMENDMENT #5 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-053**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-053** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective October 20, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2022~~ June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

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

**Federal Project Number:** N/A  
**State Project Number (SP):** 1906-71  
**Trunk Highway Number (TH):** 52  
**Project Identification:** TH 52 Geotechnical Borings

This contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Element Materials Technology, St. Paul, Inc., a Corporation, Address: 662 Cromwell Ave, Saint Paul, MN 55114 ("Contractor").

**Recitals**

1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. State is in need of geotechnical borings and pavement cores, as well as a data report including soil classifications and documentation of in situ conditions.
3. Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of State.

**Contract**

1. **Term of Contract; Survival of Terms; Incorporation of Exhibits:**
  - 1.1. **Effective Date:** This contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section §16C.05, subdivision 2. **Contractor must not begin work under this contract until this contract is fully executed and Contractor has been notified by State's Authorized Representative to begin the work.**
  - 1.2. **Expiration Date:** This contract will expire on June 30, 2022, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
  - 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure
  - 1.4. **Exhibits:** Exhibits A through F are attached and incorporated into this contract.
2. **Contractor's Duties**
  - 2.1. Contractor, who is not a state employee, will perform the tasks and provide the deliverables described in Exhibit A (Scope of Work) and Exhibit B (Boring & Core Locations).
3. **Time**
  - 3.1. Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence.
4. **Consideration and Payment**
  - 4.1. **Consideration.** State will pay for all services performed by Contractor under this contract as follows:
    - 4.1.1. **Compensation.** Contractor will be paid on a Fixed Hourly Rate basis as follows:

Labor Rate Costs*:	\$18,840.00
Direct Expense Costs:	\$25,464.00
Subcontractor(s) Costs:	

Safety Signs, LLC	\$42,600.00
AMI Consulting Engineers, P.A.	\$12,455.00

\* Labor Rate includes direct labor, overhead and profit

- 4.1.2. **Overtime.** State will not pay overtime rates for any overtime worked by Contractor or a subcontractor unless State's Authorized Representative has specifically authorized overtime, in writing.
- 4.1.3. **Direct Costs.** Allowable direct costs include project specific costs listed on Exhibit C. Any other direct costs not listed in Exhibit C must be approved, in writing, by State's Authorized Representative prior to expenditure.
- 4.1.4. **Budget Details.** See Exhibit C for budget details on Contractor and its Subcontractor(s).
- 4.1.5. **Travel Expenses.** Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit D for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.1.6. **Total Obligation.** State's total obligation for all compensation and reimbursements to Contractor will not exceed \$99,359.00.

#### 4.2. Payment

- 4.2.1. **Invoices.** Contractor must submit invoices electronically for payment, using the format set forth in Exhibit E. Contractor will submit invoices for payment on a monthly basis.
- 4.2.2. **Progress Reports.** Contractor must submit a monthly progress report, using the format set forth in Exhibit F showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 4.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Contractor's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Contractor within 10 days of discovering the error. After State receives the corrected invoice, State will pay Contractor within 30 days of receipt of such invoice.
- 4.2.4. **All Invoices Subject to Audit.** All invoices are subject to Audit, at State's discretion.
- 4.2.5. **Invoice Package Submittal.** Contractor must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section.
  - i. Each invoice must contain the following information: MnDOT Contract Number, Contractor's invoice number (sequentially numbered), Contractor's billing and remittance address, if different from business address, and Contractor's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
  - ii. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.
  - iii. Except for Lump Sum contracts, Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:

- a. Direct salary costs of employees' time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
- b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.

- 4.2.6. **Subcontractors.** If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.
- 4.2.7. **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this contract may be paid until State's agency head has reviewed the final product of this contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this contract.
- 4.2.8. **Federal Funds.** If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

## 5. Conditions of Payment

- 5.1. All services provided by Contractor under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Contractor will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law.

## 6. Authorized Representatives

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

Name/Title: Augustine Kamprath/Contract Administrator  
Address: Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113  
Telephone: (651) 234-7682  
E-Mail: augustine.kamprath@state.mn.us

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

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

Name/Title: Steve Adamsky/Project Manager  
Address: Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113  
Telephone: (651) 234-7355  
E-Mail: steve.adamsky@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services

and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

6.3. Contractor's Authorized Representative. Contractor's Authorized Representative will be:

Name/Title: Mark Straight/Project Manager  
Address: 662 Cromwell Ave  
Saint Paul, MN 55114  
Telephone: (651) 659-7447  
E-Mail: mark.straight@element.com

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

**7. Assignment, Amendments, Waiver, Contract Complete, Electronic Records and Signatures**

- 7.1. **Assignment.** Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 7.2. **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3. **Waiver.** If State fails to enforce any provision of this contract, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
- 7.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

**8. Indemnification**

- 8.1. In the performance of this contract by Contractor, or Contractor's agents or employees, and to the extent permitted by law, Contractor must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Contractor's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Contractor may have for State's failure to fulfill its obligation pursuant to this contract.

**9. State Audits**

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

**10. Government Data Practices and Intellectual Property**

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



consult with State as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

## 10.2. Intellectual Property Rights

**10.2.1. Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Contractor, its employees, agents and subcontractors, either individually or jointly with others in the performance of this contract. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Contractor, its employees, agents or subcontractors, in the performance of this contract. The Documents will be the exclusive property of State, and Contractor upon completion or cancellation of this contract must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Contractor assigns all right, title and interest it may have in the Works and the Documents to State. Contractor must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### 10.2.2. Obligations

- i. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Contractor, including its employees and subcontractors, in the performance of this contract, Contractor will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.
- ii. **Representation.** Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Contractor nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Contractor's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Contractor's or State's opinion is likely to arise, Contractor must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## 11. Workers' Compensation

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

**12. Publicity and Endorsement**

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

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

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

**14. Data Disclosure**

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

**15. Subcontractors**

**15.1. Subcontracts**

- 15.1.1. If Contractor is authorized by State to use, or uses, any subcontractors, Contractor will be responsible for coordinating and managing the work of such subcontractors. The use of subcontractors does not relieve Contractor from its obligation to perform the services specified in this contract.
- 15.1.2. Contractor's subcontracts must contain all appropriate terms and conditions of this contract, including Articles 1, 2, 4, 5, 6 and 9 of this contract as they apply to the subcontractor.
- 15.1.3. Contractor must require subcontractors' invoices to follow the same format and contain the same information as set forth in Article 4.
- 15.1.4. Contractor must submit a copy of all subcontracts exceeding \$10,000.00 to State's Authorized Representative no later than 30 calendar days after executing the subcontract and prior to beginning work under the subcontract. Upon request by State, a copy of any executed subcontract under \$10,000.00 must be sent to State's Authorized Representative.

**15.2. Payment to Subcontractors**

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

**16. Termination and Suspension**

- 16.1. **Termination by State.** State or the Commissioner of Administration may terminate this contract at any time, with or without cause. Upon termination, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2. **Termination for Insufficient Funding.** State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to Contractor. Written notice may be transmitted by electronic means. State is not obligated to pay

for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide Contractor notice of the lack of funding within a reasonable time of State's receiving that notice.

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

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

Intentionally omitted.

**18. Insurance Requirements**

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

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

- 18.2.1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:
- \$100,000.00 – Bodily Injury by Disease per employee
  - \$500,000.00 – Bodily Injury by Disease aggregate
  - \$100,000.00 – Bodily Injury by Accident

If Minnesota Statutes §176.401 exempts Contractor from Workers' Compensation insurance requirements or if Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If, during the course of performing this contract, Contractor becomes eligible for Workers' Compensation Insurance, Contractor must comply with the Workers' Compensation Insurance requirements of this section and provide State with a certificate of insurance showing such coverage.

- 18.2.2. **Commercial General Liability Insurance:** Contractor must maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor pursuant to this contract. Insurance minimum amounts are as follows:
- \$2,000,000.00 – per occurrence
  - \$2,000,000.00 – annual aggregate
  - \$2,000,000.00 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury

- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

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

- \$2,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

**18.2.4. Professional/Technical, Errors and Omissions and/or Miscellaneous Liability Insurance:**

Contractor must maintain insurance providing coverage for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services performed under this contract. Unless otherwise specified within this contract, Contractor is required to carry the following minimum limits:

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

Any deductible will be the sole responsibility of Contractor and may not exceed \$50,000 without the written approval of State. If Contractor desires State's approval to have a higher deductible amount, Contractor must make such request in writing, specifying the amount of the desired deductible and providing financial statements, acceptable to State, to enable State to ascertain Contractor's ability to cover the deductible from its own resources. State will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act. The retroactive or prior acts date of such coverage must not be after the effective date of this contract and Contractor must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained to fulfill this requirement.

**18.2.5. Additional Insurance Conditions:**

- i. Contractor's policies will be primary insurance to any other valid and collectible insurance available to State with respect to any claim arising out of Contractor's performance under this contract;
- ii. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the state of Minnesota within five business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the State of Minnesota.
- iii. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- iv. If Contractor is self-insured, a Certificate of Self-Insurance must be provided to State;
- v. Contractor's policies must include legal defense fees in addition to its liability policy limits, with the exception of Article 18.2.4 above;
- vi. Contractor must obtain insurance policies from insurance companies having an "AM BEST" rating of "A minus", a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota; and

- vii. An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this contract.

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

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

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

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

20.1. For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryfySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to State upon request.

**21. Plain Language; Accessibility Standards**

- 21.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 21.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, Contractor agrees to comply with the State of Minnesota's Accessibility Standard (<https://mn.gov/mnit/assets/Stnd State Accessibility tcm38-61585.pdf>) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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

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

- 22.1. For services valued in excess of \$50,000, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Contractor's business. For purposes of this section, "discrimination" includes, but is not limited to, engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

**23. AASHTOWare Activities**

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

**24. Telecommunications Certification**

- 24.1. By signing this contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this contract.

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

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

**26. Additional Provisions**

None.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**CONTRACTOR**

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

Signed: 

Title:

GENERAL MANAGER

Date:

12/11/2020

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:

### Scope of Work

1. Contractor will perform all borings and cores in accordance with State's Prequalification Work Type 6.8 and Minnesota Department of Transportation Consultant Specifications for Soils Surveys, Engineering Analysis, Laboratory and Field Soils Tests (Specifications) (<http://www.dot.state.mn.us/materials/pvmt/design/docs/index.html>) and as described herein.
2. Work encompasses a total of 90 sites including 62 cores and 28 solid-stem auger borings.
3. Contractor is responsible for all traffic control. Traffic control must comply with the Minnesota Temporary Traffic Lane Closure Manual 2018  
<http://www.dot.state.mn.us/trafficeng/publ/fieldmanual/index.html>
4. Lane closures times and durations must comply with State's Metro District Lane Closure Manual  
<http://www.dot.state.mn.us/metro/trafficeng/laneclosure/index.html>
5. Refer to the Exhibit B (Boring and Core Locations) for required locations of borings and cores. Field adjustments are permitted with approval of State's Project Manager.
6. Right-of-entry, if required, will be coordinated by State.
7. Pavement cores:
  - 7.1. Minimum extracted core diameter will be 5-inches.
  - 7.2. At all core locations, Contractor will mark the Core ID with paint on the pavement surface prior to coring. Prior to coring, Contractor will take a photograph at each location that clearly shows the painted Core ID and surrounding pavement surface condition.
  - 7.3. Contractor will take a field photograph of the core. The photograph must show a clearly referenced scale in inches adjacent to the core
  - 7.4. Contractor will classify the materials directly beneath the pavement layer(s).
8. Contractor will perform laboratory tests as needed to identify soil samples
9. Contractor will provide final deliverables in accordance with Section 3.0 of the referenced Specifications in addition to the following:
  - 9.1. Electronic files of photos
  - 9.2. Electronic files of boring/coring logs in Access file format
  - 9.3. Access database with boring/coring ID number and county coordinates and latitude/longitude numbers
  - 9.4. Electronic files of all lab tests conducted on soil samples, each identified by boring/coring ID number and depth and noted on the log
  - 9.5. Contractor will deliver cores and soil samples not used in lab tests to State's Metro District Water's Edge Building in Roseville, MN.
  - 9.6. A written report as described in Section 3.0 of the Specifications will not be required.
10. Contractor will complete all work and provide all deliverables within 21 calendar days of contract execution. Allowances will be made for snow events.

BORING & CORE LOCATION TABLE							
	S.P.	1906-71					
	TH:	52					
Boring	Alignment	X Easting	Y Northing	Depth	Transverse Location	Sample Requirements*	Comments **
C-01	SBL	199394.379	573197.048				(STARTING @ N. END HEADING S.)
C-02	SBL	199259.504	573186.524		outside shld		
C-03	SBL	198090.861	573197.237				
C-04	SBL	198004.794	573197.033				
7001	SBL	197297.506	573178.342	5			BR APPROACH REGRADE
C-05	SBL	194417.212	573160.212				
C-06	SBL	194385.91	573167.5		INSIDE SHLD		
C-07	SBL	189221.173	573166.798				
C-08	SBL	189159.715	573163.849		outside shld		
7002	SBL	187284.655	573830.242	5			BR - N OF CR46
7003	SBL	187144.304	573905.626	5			BR - S OF CR46
C-09	SBL	184036.416	575171.669				
C-10	SBL	183886.215	575219.521		Outside shld		
C-11	SBL	179157.765	576904.411				
C-12	SBL	179033.609	576954.424		INSIDE SHLD		
C-13	SBL	173308.556	578931.695				
C-14	SBL	173228.958	578947.096		outside shld		
7004	SBL	169594.487	580304.391	5			FLOODPLAIN
7005	SBL	168638.005	580735.583	5			FLOODPLAIN
C-15	SBL	164538.886	582519.135				
C-16	SBL	164470.003	582569.134		INSIDE SHLD		
C-17	SBL	159566.553	583787.916				
C-18	SBL	159481.662	583773.209		outside shld		
7006	SBL	153364.877	583775.258	5			BR - N OF CR47
7007	SBL	153177.436	583763.887	5			BR - S OF CR47
C-20	SBL	149510.801	583791.195				
C-21	SBL	149057.835	583789.166		INSIDE OF FOG LINE		NEAR START OF BOC
C-22	SBL	148845.027	583789.926		outside shld		
7008	SBL	147345.612	584179.857	5			BR - N OF TH50
7009	SBL	147276.756	584206.812	5			BR - S OF TH50
C-23	SBL	143982.817	585717.531		lane		RP105
C-24	SBL	143956.958	585725.457		INSIDE OF FOG LINE		
C-25	SBL	143933.59	585730.918		outside shld		
C-26	SBL	139923.62	589009.963		lane		RP104
C-27	SBL	139898.124	589031.406		INSIDE OF FOG LINE		
C-28	SBL	139870.343	589054.315		outside shld		
C-29	SBL	136228.668	592698.016				RP103
C-30	SBL	136202.119	592715.328		outside shld		
7010	SBL	132467.556	595278.17	5			FLOODPLAIN
7011	SBL	131742.599	595543.205	5			FLOODPLAIN
7012	SBL	131012.978	595812.418	5			FLOODPLAIN
7013	SBL	129964.148	596184.152	5			FLOODPLAIN
7014	SBL	128973.605	596547.476	5			FLOODPLAIN
C-31	SBL	126913.688	597283.862				*SBL END PROJ - BEFORE CONC*
C-32	NBL	127020.198	597342.814				(START S. END HEADING N.)
7015	NBL	129016.649	596630.675	5			FLOODPLAIN
7016	NBL	129980.895	596275.268	5			FLOODPLAIN
7017	NBL	130764.066	595991.208	5			FLOODPLAIN
7018	NBL	131835.29	595603.736	5			FLOODPLAIN
7019	NBL	132539.191	595349.346	5			FLOODPLAIN

BORING & CORE LOCATION TABLE							
	S.P.	1906-71					
	TH:	52					
Boring	Alignment	X Easting	Y Northing	Depth	Transverse Location	Sample Requirements*	Comments **
C-33	NBL	136299.96	592825.852				NEAR RP103
C-34	NBL	136336.929	592809.807		outside shld		
C-35	NBL	139966.369	589102.779				NEAR RP 104
C-36	NBL	139988.096	589086.544		inside fog line		
C-37	NBL	140011.895	589073.926		outside shld		
C-38	NBL	143979.507	585826.132				NEAR RP 105
C-39	NBL	144023.267	585807.563		inside fog line		
C-40	NBL	144063.284	585791.436		outside shld		
7020	NBL	147281.521	584263.683	5			BR - S OF TH50
7021	NBL	147357.38	584233.156	5			BR - N OF TH50
C-41	NBL	149395.464	583890.33		outside shld		NEAR RP 106
C-42	NBL	149620.299	583890.996		TURN LANE		
C-43	NBL	149744.925	583879.245		LANE		
7022	NBL	153296.449	583864.993	5			BR - S OF CR47
7023	NBL	153409.148	583861.949	5			BR - N OF CR47
C-44	NBL	159594.005	583876.567				NEAR RP 108
C-45	NBL	159651.755	583885.649		OUTSIDE SHLD		
C-46	NBL	164568.654	582598.813				NEAR RP 109
C-47	NBL	164591.728	582598.482		outside shld		
7024	NBL	168650.629	580809.431	5			FLOODPLAIN
7025	NBL	169594.423	580396.394	5			FLOODPLAIN
C-48	NBL	174298.272	578678.827				NEAR RP 111
C-49	NBL	174355.866	578667.701		OUTSIDE SHLD		
C-50	NBL	174872.298	578491.258		TURN LANE		
C-51	NBL	179166.436	576981.463				NEAR RP 112
C-52	NBL	179220.492	576968.441		OUTSIDE		
C-53	NBL	183967.601	575295.59				NEAR RP 113
C-54	NBL	184090.148	575258.839		TURN LANE		
C-55	NBL	184335.732	575158.739		outside shld		
7026	NBL	187165.996	573967.23	5			BR - S OF CR46
7027	NBL	187319.847	573904.278	5			BR - N OF CR46
C-56	NBL	189215.945	573243.657				NEAR RP 114
C-57	NBL	189257.899	573249.63		OUTSIDE SHLD		
C-58	NBL	194452.424	573237.195				NEAR RP 115
C-59	NBL	194496.156	573246.012		outside shld		
7028	NBL	197311.286	573262.172	5			BR - CR42
C-60	NBL	198046.124	573271.665				
C-61	NBL	198089.541	573271.246				
C-62	NBL	199248.73	573292.783		OUTSIDE SHLD		
C-63	NBL	199315.259	573284.078				(START/END PROJECT NBL)
90	= NUMBER OF BORINGS		TOTALS =	140			
* send samples to the lab if there is any indecisiveness as to soil classification. Provide a lab hydroanalysis on each type of soil.							
** Moisture condition important at time of sampling. Leave hole open and re-check ground water level a minimum of 1 hour after sampling.							
*** Possible organics in this area. If organics are encountered, follow the Standard of Operating Procedures for Organics.							

## Budget Details

<b>Drilling</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>
Mob/Oemoblization per site - Truck Rig	MILE	240	\$1.60	\$384.00
Mob/Demoblization per site - ATV Rig	MILE		\$1.90	\$0.00
Utility Meet/Site Layout per site	hour	24	\$80.00	\$1,920.00
Traffic Control Warning Signs (Normal Signage/Cones)	LUMP SUM		\$500.00	\$0.00
Traffic Control - Subcontractor Safety Signs	COST		COST	\$42,600.00
Surveying - Subcontractor AMI	COST		COST	\$12,455.00
Support Vehicle	MILE	240	\$0.95	\$228.00
Private Vehicle	MILE		IRS RATE	\$0.00
Crew Mobilization	hour	8	\$140.00	\$1,120.00
Crew Meal Reimbursements (Outstate Area)	DAY			\$0.00
GPS Rental	hour		\$25.00	\$0.00
Concrete/Bituminous Core Bit Wear - Core Bits	LUMP SUM	1	\$1,000.00	\$1,000.00
<b>Drilling Site Work</b>				
Geotechnical Exploration - Truck Rig	hour	40	\$197.00	\$7,880.00
Geotechnical Exploration - ATV Rig	hour		\$215.00	\$0.00
Support Vehicle	hour	40	\$92.00	\$3,680.00
Cement Boreholes	BAG		\$18.00	\$0.00
Bentonite, Grout, Hole Plug	BAG	14	\$20.00	\$280.00
Cold Bituminous Patch	BAG	48	\$22.00	\$1,056.00
Thinwall Tubes	EACH		\$25.00	\$0.00
Vibration Monitoring	hour		\$85.00	\$0.00
Vibration Monitoring Equipment	MONTH		\$2,000.00	\$0.00
<b>Laboratory Soil Testing</b>				
Hydrometer Analysis	EACH	28	\$135.00	\$3,780.00
Moisture Content	EACH	56	\$23.50	\$1,316.00
Atterburg Limits	EACH	4	\$75.00	\$300.00
Mechanical Analysis of Soil	EACH	28	\$90.00	\$2,520.00
Gradation, passing #200 only	EACH		\$55.00	\$0.00
Moisture-Density Test (Proctor)	EACH		\$130.00	\$0.00
Loss on Ignition (Organic Content)	EACH		\$62.00	\$0.00
Resistivity of Soil	EACH		\$80.00	\$0.00
Specific Gravity of Soil	EACH		\$97.00	\$0.00
Unconfined Compression	EACH		\$78.00	\$0.00
Topsoil Fertility w/ Hydrometer	EACH		\$218.00	\$0.00
Thinwall Tube Extraction	EACH		\$20.00	\$0.00
<b>Project Testing</b>				
In-Place Density - Nuclear	EACH		\$20.50	\$0.00
In-Place Density - Sand Cone	EACH		\$55.00	\$0.00
Dynamic Cone Penetrometer (DCP) Test	EACH		\$19.50	\$0.00
Concrete Cylinder Compression Testing - Element Cast	SET OF 3		\$55.00	\$0.00
Concrete Cylinder Compression Testing - Element Cast	SET OF 4		\$72.00	\$0.00
Concrete Cylinder Compression Testing - Contractor Cast	EACH		\$25.00	\$0.00
Concrete Core Compression	EACH		\$57.00	\$0.00
Bituminous Extraction/Gradation	EACH		\$296.00	\$0.00
Bituminous Marshall Density Test	EACH		\$307.00	\$0.00
Bituminous Gyratory Density Test	EACH		\$307.00	\$0.00
Bituminous Maximum Theoretical Density Test	EACH		\$150.00	\$0.00
Bituminous Core Thickness/Density	EACH		\$60.00	\$0.00

## Budget Details

**Personnel**

Geotechnical Engineer	HOUR	22	\$100.00	\$2,200.00
Senior Geotechnical Engineer	HOUR	20	\$125.00	\$2,500.00
Field Registered Engineer	HOUR		\$93.00	\$0.00
Staff Engineer	HOUR		\$85.00	\$0.00
Subsurface Investigation Specialist	HOUR	80	\$85.00	\$6,800.00
Crew Chief	HOUR	10	\$80.00	\$800.00
Driller Helper	HOUR	10	\$65.00	\$650.00
Flagman	HOUR		\$52.00	\$0.00
Engineering Assistant - Roadway Inspector	HOUR		\$74.00	\$0.00
Engineering Technician - Roadway Tester	HOUR		\$65.00	\$0.00
Administrative Assistant	HOUR	14	\$55.00	\$770.00
Bituminous or Concrete Coring	HOUR	32	\$160.00	\$5,120.00

**Total Cost** **\$99,359.00**

**Labor Costs** **\$18,840.00**

**Direct Expenses** **\$25,464.00**

**Subcontractor Costs** **\$55,055.00**

**Subcontractor Budget: Safety Signs, LLC**

Description	Unit	Quantity	Rate	Cost
Truck Mounted Attenuator (TMA)	Each	32	\$300.00	\$9,600.00
TMA Driver	Hour	240	\$100.00	\$24,000.00
Changeable Message Sign (PCMS)	Each	8	\$125.00	\$1,000.00
PCMS Driver	Hour	80	\$100.00	\$8,000.00
<b>Total Cost</b>				<b>\$42,600.00</b>

**Subcontractor Budget: AMI Consulting Engineers, P.A.**

Description	Unit	Quantity	Rate	Cost
Field Survey				
2 Man Survey Crew	Hour	25	\$225.00	\$5,625.00
Staff Professional II	Hour	12	\$85.00	\$1,020.00
Engineer III	Hour	14	\$145.00	\$2,030.00
Office Work				
Staff Professional II	Hour	24	\$85.00	\$2,040.00
Engineer III	Hour	12	\$145.00	\$1,740.00
Remobilization				
2-Man Survey Crew	Hour	0	\$225.00	\$0.00
<b>Total Cost</b>				<b>\$12,455.00</b>



**MINNESOTA DEPARTMENT OF TRANSPORTATION  
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

**Travel Status**

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

**Restrictions**

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

**Contractor must:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1045181  
 Contract Expiration Date: June 30, 2022  
 SP Number: 1906-71 TH Number: 52

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$18,840.00			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$25,464.00			
3. Subcontractor Costs: Safety Signs, LLC	\$42,600.00			
AMI Consulting Engineers, P.A.	\$12,455.00			
<b>Net Earning Totals:</b>	<b>\$99,359.00</b>			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1140			
<b>Total**</b>			

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

Contractor: Element Materials Technology St. Paul Inc.

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

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

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

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

For Invoice No.: \_\_\_\_\_

**Progress Report Instructions:**

1. Contractor must complete the progress report form, in its entirety.
  2. Contractor must sign the progress report.
  3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).
- (Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)*

MnDOT Contract No. 1045181  
 Contract Expiration Date: June 30, 2022  
 SP Number: 1906-71 TH Number: 52

Billing Period: from \_\_\_\_\_ to \_\_\_\_\_  
 From: Element Materials Technology St. Paul, Inc.

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

**\*Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

\_\_\_\_\_  
 Contractor's Project Manager Date

**AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1045181**

Contract Start Date: December 14, 2020	Original Contract Amount:	\$99,359.00
Original Contract Expiration Date: June 30, 2022	Previous Amendment(s) Total:	N/A
Current Contract Expiration Date: June 30, 2022	Current Amendment Amount:	\$575.54
New Contract Expiration Date: N/A	Total Amended Contract Amount:	\$99,934.54

**Federal Project Number:** N/A  
**State Project Number (SP):** 1906-71  
**Trunk Highway Number (TH):** 52  
**Project Identification:** TH 52 Geotechnical Borings

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Element Materials Technology, St. Paul, Inc., a Corporation, Address: 662 Cromwell Ave, Saint Paul, MN 55114 ("Contractor").

**RECITALS**

1. State has a contract with Contractor identified as MnDOT Contract Number 1045181 ("Original Contract") to provide geotechnical borings and pavement cores, as well as a data report including soil classifications and documentation of in situ conditions.
2. The Contract is being amended to add Minnesota State Patrol as a subcontractor to provide additional traffic management as well as traffic safety enforcement.
3. State and Contractor are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticle 1.4 is amended as follows:**

- 1.4. **Exhibits:** Exhibits ~~A through F~~ **A, B, C1, D, E1, and F** are attached and incorporated into this contract.

**REVISION 2. Subarticle 4.1.1 is amended as follows:**

- 4.1.1. **Compensation.** Contractor will be paid on a Fixed Hourly Rate basis as follows:

Labor Rate Costs*:	<del>\$18,840.00</del> <b><u>\$20,655.00</u></b>
Direct Expense Costs:	\$25,464.00
Subcontractor(s) Costs:	
Safety Signs, LLC	<del>\$42,600.00</del> <b><u>\$35,912.50</u></b>
AMI Consulting Engineers, P.A.	\$12,455.00
<b><u>MN State Patrol</u></b>	<b><u>\$5,448.04</u></b>

\* Labor Rate includes direct labor, overhead and profit

**REVISION 3. Subarticles 4.1.3-4.1.4 are amended as follows:**

- 4.1.3. **Direct Costs.** Allowable direct costs include project specific costs listed on Exhibit ~~C~~ **C1**. Any other direct costs not listed in Exhibit ~~C~~ **C1** must be approved, in writing, by State's Authorized Representative prior to expenditure.
- 4.1.4. **Budget Details.** See Exhibit ~~C~~ **C1** for budget details on Contractor and its Subcontractor(s).

**REVISION 4. Subarticle 4.1.6 is amended as follows:**

- 4.1.6. **Total Obligation.** State's total obligation for all compensation and reimbursements to Contractor will not exceed ~~\$99,359.00~~ \$99,934.54.

**REVISION 5. Subarticle 4.2.1 is amended as follows:**

- 4.2.1. **Invoices.** Contractor must submit invoices electronically for payment, using the format set forth in Exhibit E E1. Contractor will submit invoices for payment on a monthly basis.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**CONTRACTOR**

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

Signed: 

Title: GENERAL MANAGER

Date: 01/26/2021

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:



## Budget Details

<b>Drilling</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Rate</b>	<b>Cost</b>
Mob/Oemoblization per site - Truck Rig	MILE	240	\$1.60	\$384.00
Mob/Demoblization per site - ATV Rig	MILE		\$1.90	\$0.00
Utility Meet/Site Layout per site	HOUR	24	\$80.00	\$1,920.00
Traffic Control Warning Signs (Normal Signage/Cones)	LUMP SUM		\$500.00	\$0.00
Traffic Control - Subcontractor Safety Signs	COST		COST	\$35,912.50
Traffic Management - Subcontractor MN State Patrol	COST		COST	\$5,448.04
Surveying - Subcontractor AMI	COST		COST	\$12,455.00
Support Vehicle	MILE	240	\$0.95	\$228.00
Private Vehicle	MILE		IRS RATE	\$0.00
Crew Mobilization	HOUR	8	\$140.00	\$1,120.00
Crew Meal Reimbursements (Outstate Area)	DAY			\$0.00
GPS Rental	HOUR		\$25.00	\$0.00
Concrete/Bituminous Core Bit Wear - Core Bits	LUMP SUM	1	\$1,000.00	\$1,000.00
<b>Drilling Site Work</b>				
Geotechnical Exploration - Truck Rig	HOUR	40	\$197.00	\$7,880.00
Geotechnical Exploration - ATV Rig	HOUR		\$215.00	\$0.00
Support Vehicle	HOUR	40	\$92.00	\$3,680.00
Cement Boreholes	BAG		\$18.00	\$0.00
Bentonite, Grout, Hole Plug	BAG	14	\$20.00	\$280.00
Cold Bituminous Patch	BAG	48	\$22.00	\$1,056.00
Thinwall Tubes	EACH		\$25.00	\$0.00
Vibration Monitoring	HOUR		\$85.00	\$0.00
Vibration Monitoring Equipment	MONTH		\$2,000.00	\$0.00
<b>Laboratory Soil Testing</b>				
Hydrometer Analysis	EACH	28	\$135.00	\$3,780.00
Moisture Content	EACH	56	\$23.50	\$1,316.00
Atterburg Limits	EACH	4	\$75.00	\$300.00
Mechanical Analysis of Soil	EACH	28	\$90.00	\$2,520.00
Gradation, passing #200 only	EACH		\$55.00	\$0.00
Moisture-Density Test (Proctor)	EACH		\$130.00	\$0.00
Loss on Ignition (Organic Content)	EACH		\$62.00	\$0.00
Resistivity of Soil	EACH		\$80.00	\$0.00
Specific Gravity of Soil	EACH		\$97.00	\$0.00
Unconfined Compression	EACH		\$78.00	\$0.00
Topsoil Fertility w/ Hydrometer	EACH		\$218.00	\$0.00
Thinwall Tube Extraction	EACH		\$20.00	\$0.00
<b>Project Testing</b>				
In-Place Density - Nuclear	EACH		\$20.50	\$0.00
In-Place Density - Sand Cone	EACH		\$55.00	\$0.00
Dynamic Cone Penetrometer (DCP) Test	EACH		\$19.50	\$0.00
Concrete Cylinder Compression Testing - Element Cast	SET OF 3		\$55.00	\$0.00
Concrete Cylinder Compression Testing - Element Cast	SET OF 4		\$72.00	\$0.00
Concrete Cylinder Compression Testing - Contractor Cast	EACH		\$25.00	\$0.00
Concrete Core Compression	EACH		\$57.00	\$0.00
Bituminous Extraction/Gradation	EACH		\$296.00	\$0.00
Bituminous Marshall Density Test	EACH		\$307.00	\$0.00
Bituminous Gyratory Density Test	EACH		\$307.00	\$0.00
Bituminous Maximum Theoretical Density Test	EACH		\$150.00	\$0.00
Bituminous Core Thickness/Density	EACH		\$60.00	\$0.00

**Personnel**

## Budget Details

Geotechnical Engineer	HOUR	22	\$100.00	\$2,200.00
Senior Geotechnical Engineer	HOUR	25	\$125.00	\$3,125.00
Field Registered Engineer	HOUR		\$93.00	\$0.00
Staff Engineer	HOUR		\$85.00	\$0.00
Subsurface Investigation Specialist	HOUR	80	\$85.00	\$6,800.00
Crew Chief	HOUR	16	\$80.00	\$1,280.00
Driller Helper	HOUR	16	\$65.00	\$1,040.00
Flagman	HOUR		\$52.00	\$0.00
Engineering Assistant - Roadway Inspector	HOUR		\$74.00	\$0.00
Engineering Technician - Roadway Tester	HOUR		\$65.00	\$0.00
Administrative Assistant	HOUR	14	\$55.00	\$770.00
Bituminous or Concrete Coring	HOUR	34	\$160.00	\$5,440.00

**Total Cost** **\$99,934.54**

**Labor Costs** **\$20,655.00**

**Direct Expenses** **\$25,464.00**

**Subcontractor Costs** **\$53,815.54**

**Subcontractor Budget: Safety Signs, LLC**

Description	Unit	Quantity	Rate	Cost
Truck Mounted Attenuator (TMA)	Each	25.5	\$300.00	\$7,650.00
TMA Driver	Hour	204	\$100.00	\$20,400.00
Changeable Message Sign (PCMS)	Each	8.5	\$125.00	\$1,062.50
PCMS Driver	Hour	68	\$100.00	\$6,800.00
<b>Total Cost</b>				<b>\$35,912.50</b>

**Subcontractor Budget: AMI Consulting Engineers, P.A.**

Description	Unit	Quantity	Rate	Cost
Field Survey				
2 Man Survey Crew	Hour	25	\$225.00	\$5,625.00
Staff Professional II	Hour	12	\$85.00	\$1,020.00
Engineer III	Hour	14	\$145.00	\$2,030.00
Office Work				
Staff Professional II	Hour	24	\$85.00	\$2,040.00
Engineer III	Hour	12	\$145.00	\$1,740.00
Remobilization				
2-Man Survey Crew	Hour	0	\$225.00	\$0.00
<b>Total Cost</b>				<b>\$12,455.00</b>

**Subcontractor Budget: MN State Patrol**

Description	Unit	Quantity	Rate	Cost
State Trooper	Hour	52	\$104.77	\$5,448.04
<b>Total Cost</b>				<b>\$5,448.04</b>

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

**Contractor must:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*
5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1045181

Contract Expiration Date: June 30, 2022

SP Number: 1906-71 TH Number: 52

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$20,655.00			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$25,464.00			
3. Subcontractor Costs:				
Safety Signs, LLC	\$35,912.50			
AMI Consulting Engineers, P.A.	\$12,455.00			
MN State Patrol	\$5,448.04			
<b>Net Earning Totals:</b>	\$99,934.54			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1140			
<b>Total**</b>			

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

Contractor: Element Materials Technology St. Paul Inc.

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

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

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

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

Minnesota Department of Transportation  
Metro District  
1500 W. County Road B2  
Roseville, MN 55113  
651-234-7577

PARCEL: 1981 (35W=394) 105 0002

LEASE NO.

19020

MnDOT Contract No.:

1045387

COMMERCIAL LEASE

THIS LEASE is made between the State of Minnesota, Department of Transportation ("Landlord"), and the State of Minnesota, Department of Commerce Weights and Measures Division ("Tenant").

Mail lease to: Minnesota Department of Commerce Weights and Measures Division  
14305 Southcross Drive  
Suite #150  
Burnsville, MN 55306

IT IS AGREED:

1. In consideration of payment of the rent hereinafter specified to be paid by Tenant, and the covenants and agreements herein contained, Landlord hereby leases to Tenant that certain property ("Premises") in the County of Dakota, State of Minnesota, described as follows:

Address of Premises: 16780 Kenrich Avenue  
Lakeville, MN 55044

Type of Premises: Commercial vacant land

Description: See Exhibit A

This Lease includes improvements, if any, and is in effect for the term of 5 years commencing on January 1, 2021 and continuing through on December 31, 2026, with the right of termination in both Landlord and Tenant as hereinafter set forth.

2. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of \$2,000.00 in five equal yearly payments \$400.00. The first payment will be paid upon the execution of this Lease and thereafter in advance on the first day of each year during the term of this Lease. Rent will be transmitted to the Landlord via the following process.

2.1 For payment of Rent by Tenant to Landlord, Tenant must create and enter an invoice in SWIFT.

2.2 Landlord will make the rent payment using the bilateral netting process in SWIFT.

3. USE OF PREMISES. Tenant shall use the Premises for the following purpose only: Four (4) dedicated parking spaces with access through Landlord's property between the hours of 5:00 a.m. and 7:00 p.m. and for no other use whatsoever.

It shall be the sole responsibility of Tenant to comply with all laws, regulations, or ordinances imposed by any jurisdiction governing the use of the Premises. Failure to comply will not relieve Tenant of the obligation to pay rent. Tenant's use of the Premises must not interfere with the public's use of any adjacent highway.

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act ("ADA"). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord's invoice.

Signs or displays will be restricted to those indicating proprietorship and type of activities conducted on the Premises and will be subject to regulation by Landlord and the Federal Highway Administration as to number, size, location, and design.

4. MAINTENANCE AND REPAIRS. Tenant shall keep the Premises in the same condition at start of contract at Tenant's own expense and shall not call on Landlord to make any improvements or repairs.

5. CHARGES AND EXPENSES. Tenant shall pay when due, if any, all utility charges and any other charges or expenses connected with Tenant's use of the Premises.

6. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Landlord or Tenant, or when made in writing and deposited in the United States Mail and addressed as follows: To Tenant at the mailing address above stated and to Landlord, Department of Transportation, Office of Land Management, Transportation Metro District - 1500 W. County Road B2, Roseville, MN 55113. The address to which notices are mailed may be changed by written notice given by either party to the other.

7. CANCELLATION. This Lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least 60 days prior to the date when the cancellation will become effective. In the event the facility becomes unusable by the Tenant a cancellation notice may be executed by either party within 15 days. Furthermore, this Lease shall be subject to cancellation by Landlord if the Premises become needed for highway purposes (as determined solely by Landlord) by giving Tenant notice in writing at least thirty (30) days prior to the date when the cancellation will become effective. In the event of cancellation any unearned rent paid by Tenant will be returned.

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

8. INDEMNIFICATION AND RELEASE. Notwithstanding anything to the contrary in this Lease, Tenant shall indemnify, hold harmless, release and defend Landlord (with the approval of the State's Office of the Attorney General) Landlord and Landlord's employees from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Tenant and Tenant's property) occurring on the Premises and connected with Tenant's use and occupancy of the Premises, regardless of whether such injury, death, loss, or damage is caused in part by:

- (i) the negligence of Landlord or
- (ii) is deemed to be the responsibility of Landlord,

because of its failure to supervise, inspect, or control the operations of Tenant or otherwise discover or prevent actions or operations of Tenant giving rise to liability to any person.

If any negligence or responsibility of Landlord is unrelated to Tenant's occupancy or use of the Premises, Tenant will not be obligated to indemnify and hold harmless as set forth above.

Landlord's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736.



9. INSURANCE. Prior to execution of this Lease by Landlord, the Tenant shall provide Landlord with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below, or self-insured letter(s) if the risk of loss is retained through self-insurance.

- 9.1 Tenant shall maintain during the full term of this Lease commercial general liability insurance or equivalent form including Premises-Operations Liability, Products/Completed Operations Liability (if applicable), Contractual Liability, and Fire Legal Liability in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subdv. 4, with limits currently not less than \$500,000.00 per person and \$1,500,000.00 per occurrence for bodily injury and property damage. If such insurance contains a general aggregate limit, it will be equal to or greater than \$2,000,000 and apply separately to this Lease.
- 9.2 The insurance shall name the State of Minnesota as an Additional Insured with respect to performance of the Lease.
- 9.3 This insurance shall be primary with respect to any insurance or self-insurance programs covering Landlord, its officers and employees.
- 9.4 Tenant shall maintain during the full term of this Lease workers' compensation insurance with statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident.

If Minnesota Statute 176.041 exempts Tenant from Workers' compensation insurance or if the Tenant has no employees in the State of Minnesota, Tenant must provide a written statement, signed by the authorized signer of the contract, stating the qualifying exemption that excludes Tenant from MN Workers' Compensation requirements.

If during the course of the contract the Tenant becomes eligible for Workers' Compensation, the Tenant must comply with the Worker's Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

If Tenant receives a cancellation notice from an insurance carrier affording coverage herein Tenant agrees to notify the Landlord within five (5) business days with a copy of the cancellation notice, unless Tenant's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the Landlord.

An Umbrella or Excess Liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by the Lease.

10. RIGHT TO ENTER. Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises for any purpose including: to survey the land; to take soil borings; to perform utility relocation or repair work, to perform any other work, which is preparatory to a highway construction project; to perform non-emergency routine maintenance to existing highway facilities and appurtenances; and to make emergency repairs required for highway safety. If there is a Landlord owned bridge above or adjacent to any part of the Premises, Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises to inspect, maintain, and repair the bridge and its structural supports. Landlord and Landlord's contractors and authorized licensees shall coordinate with Tenant to determine the location of all sub-surface appurtenances and utilities and to minimize disruption of the Tenant's use of the Premises. Before entering the Premises for any of the purposes under this paragraph, Landlord will make a reasonable effort to notify Tenant, provided, however, that in case of an emergency affecting highway safety (the existence of which will be determined solely by Landlord), Landlord or its representatives may enter without notice to Tenant. Tenant will have no claim against Landlord based upon Landlord's entry onto the Premises for any purpose.

11. ADJACENT HIGHWAY FACILITY. Tenant shall not permit the storage of any substance or material on the Premises which may create a fire hazard to the adjacent highway facility (including any overhead bridge and its structural supports). If Landlord determines that Tenant is using the Premises in such a way as to create a danger to the adjacent highway facility or the traveling public thereon, and if, upon receiving notice, Tenant does not immediately remedy the danger to the satisfaction of Landlord, then Landlord may immediately cancel this Lease and take possession of the Premises. Any requirement for giving notice of cancellation set out elsewhere in this Lease will not apply to cancellation under this section. Unearned rent paid by Tenant will be returned.

If a part of the Premises is situate under or adjacent to a highway bridge, Tenant acknowledges that Landlord's plowing and sweeping of the bridge may cause snow, ice, sand, or road sweepings to be pushed off the sides of the bridge or otherwise expelled off the bridge, falling onto the Premises. Tenant agrees that this risk is specifically included in the Tenant's indemnification and release of Landlord appearing elsewhere in this Lease.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises.

13. CIVIL RIGHTS ACT. The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

14. DEFAULT BY TENANT - LANDLORD'S REMEDIES. The following occurrences are "events of default":

(a) Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one notice for default in payment of rent during any twelve month period, and if, within twelve months after any such notice, any rent is not paid when due, an event of default shall have occurred without further notice.

(b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

At any time after the occurrence of either of the above events of default, Landlord may terminate this Lease upon giving written notice to Tenant and may then re-enter and take possession of the Premises in such manner as allowed or provided by law. Tenant shall pay Landlord all costs and expenses, including attorney's fees, in any successful action brought by Landlord to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Tenant to perform, or to recover possession of the Premises.

15. HOLDING OVER. If Tenant remains in possession of the Premises after the end of this Lease with the consent of Landlord, express or implied, Tenant shall occupy the Premises as a Tenant from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

16. MOVING OUT. At the expiration or sooner termination of this Lease, Tenant shall leave the Premises in as good condition as when delivered to Tenant at start of contract (except for ordinary wear and any loss covered by insurance payment to Landlord).

17. SALE OR TRANSFER OF PREMISES. If Landlord sells or transfers the Premises, Landlord's liability for the performance of its covenants under this Lease shall end on the date of the sale or transfer, and Tenant shall look solely to the purchaser or transferee for the performance of those covenants.

18. RELOCATION ASSISTANCE: Persons, businesses, farms, non-profit organizations, and other entities (hereinafter collectively referred to as Tenant) displaced by cancellation or termination of this Lease, or by moving out prior to cancellation or termination of this Lease, are not classified as "displaced persons" and are **not** eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments. By signing this Lease, TENANT acknowledges and agrees that they are not a displaced person.

19. HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS. Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or contaminants, during the term of this Lease, Tenant shall indemnify and hold harmless the Landlord in accordance with Section 8 of this Lease. This indemnification is intended to, and shall, survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance or pollutant or contaminant on the Premises, and that presence results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in accordance with all applicable Federal, State and Local regulations.

#### 20. ADDITIONAL AGREEMENTS

Landlord will provide up to four (4) Security Badges for Tenant's employees for access to the Premises parking lot between the hours of 5:00 a.m. and 7:00 p.m. No other use of badge allowed. All costs associated with badges and/or replacement will be borne by the Tenant.

21. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

**TENANT**  
**Minnesota Department of Commerce**  
**Weights and Measures Division**

Signature Tim Jahnke

Print Name TIM JAHNKE

Title Admin Services Dir Date 1/25/21

Signature \_\_\_\_\_

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

Title \_\_\_\_\_ Date \_\_\_\_\_

**LANDLORD, STATE OF MINNESOTA**  
**DEPARTMENT OF TRANSPORTATION**  
**COMMISSIONER OF TRANSPORTATION**

By Lynn Clarkowski  
Lynn P. Clarkowski, P.E.  
Metro Program Delivery Engineer

Digitally signed by Lynn  
Clarkowski  
Date: 2021.01.25 10:26:22  
+06'00'

Date \_\_\_\_\_

Approved as to form and execution

**OFFICE OF CONTRACT MANAGEMENT**

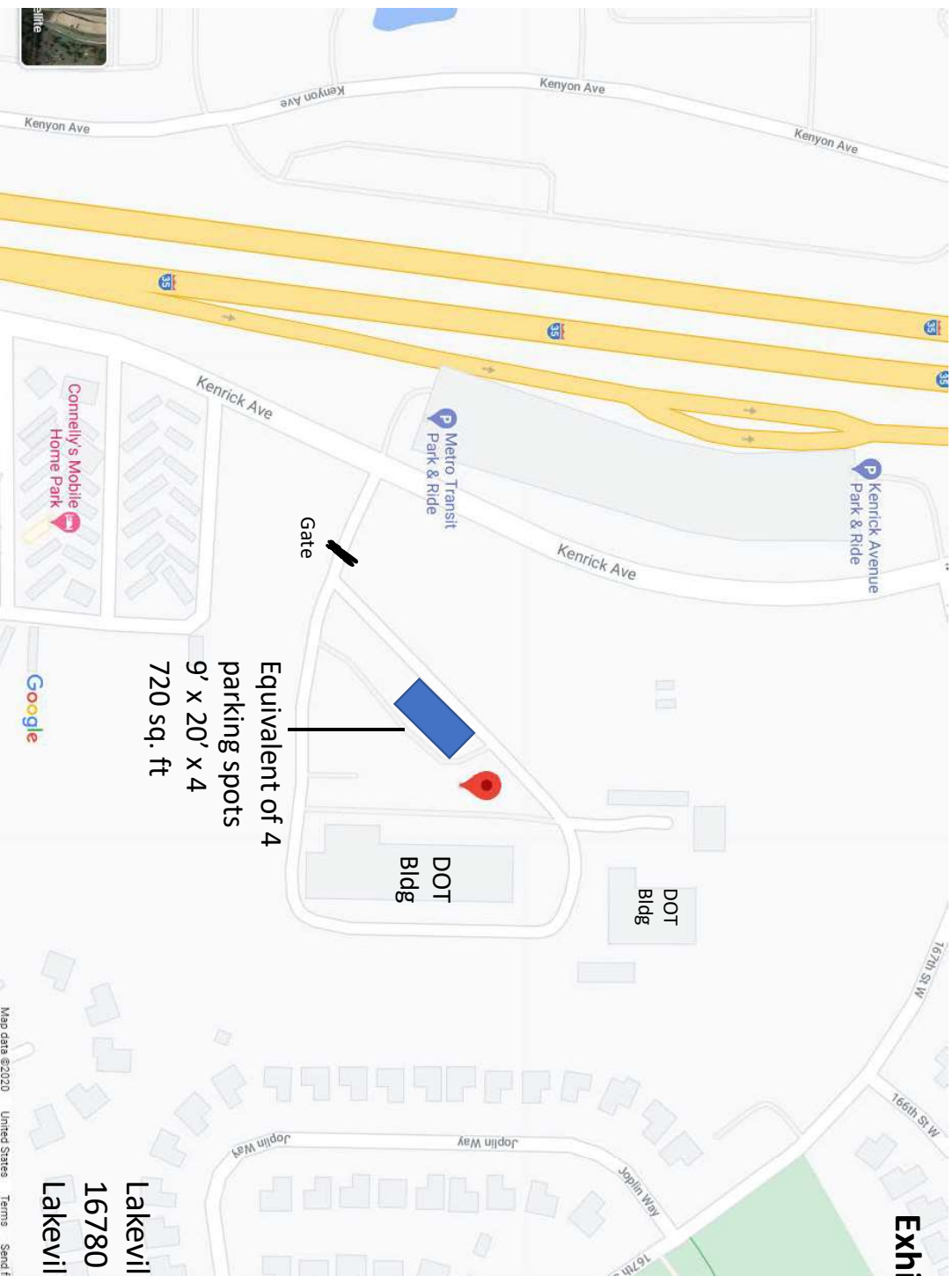
By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## Exhibit A



Lakeville Truck Station  
16780 Kenrick Ave  
Lakeville, MN 55044



Minnesota Department of Transportation  
Metro District  
1500 W. County Road B2.  
Roseville, MN 55113  
651-234-7577

PARCEL: 1981 (35W=394) 105 0002

LEASE NO. 19020  
MnDOT  
Contract  
No.: 1045387

AMENDMENT OF COMMERCIAL LEASE  
No. 1

THIS AGREEMENT, is made by and between the State of Minnesota, Department of Transportation ("Landlord") and Minnesota Department of Commerce Weights and Measures Division ("Tenant"), and shall be an amendment and addition to Lease No. 19020.

WITNESSETH:

WHEREAS, Landlord and Tenant entered into Lease No. 19020 ("Lease") involving the rental of a commercial property;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease; and

NOW THEREFOR, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions which shall become a part of the Lease No. 19020, effective as of the date set forth hereinafter.

1. Effective on January 1, 2021, Section 1 of this Lease is amended to expire on December 31, 2025, with the right of termination in both Landlord and Tenant as set forth in the Lease.
2. Effective on January 1, 2021, Section 2 of the Lease is deleted in its entirety and the following is substituted in lieu thereof:
  2. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of \$2,000.00 in five (5) equal payments of \$400.00 each. The first payment is due and payable by Tenant to Landlord within thirty (30) days following Landlord's creation of an invoice set forth in 2.1 below, and on each succeeding January 1<sup>st</sup> during the term.
  - 2.1 For payment of Rent by Tenant to Landlord, Landlord will create and enter an invoice in SWIFT.
  - 2.2 Tenant will make the rent payment using the bilateral netting process in SWIFT.

Rent payments are to be mailed or delivered to Landlord's finance office as follows:

Department of Transportation  
Office of Financial Management  
Accounting Department  
395 John Ireland Boulevard - Mailstop 215  
St. Paul, Minnesota 55155

Make checks payable to:

Commissioner of Transportation

3. The terms of the original Lease and its amendment(s) are expressly reaffirmed and remain in full force and effect. By this reference the original Lease and its amendment(s) are attached and incorporated into this agreement.

**TENANT**  
**Minnesota Department of Commerce**  
**Weights and Measures Division**

Signature Tim Jahnke

Print Name TIM JAHNKE

Title CFO/Admin Dir. Date 2/17/2021

Signature \_\_\_\_\_

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

Title \_\_\_\_\_ Date \_\_\_\_\_

**LANDLORD, STATE OF MINNESOTA**  
**DEPARTMENT OF TRANSPORTATION**  
**COMMISSIONER OF TRANSPORTATION**

By Lynn Clarkowski Digitally signed by Lynn Clarkowski  
Date: 2021.02.22 06:46:07 -06'00'  
[District office signatory]

Date \_\_\_\_\_

Approved as to form and execution

**OFFICE OF CONTRACT MANAGEMENT**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

**Federal Project Number:** N/A

**State Project Number (SP):** N/A

**Trunk Highway Number (TH):** N/A

**Project Identification:** Providing assistance to the Small Business Resource Center

This contract is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Administration (“Admin”).

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through D are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 6221.
- 2.2. See Exhibit A for the complete scope of work and deliverables.

**3. Consideration and Payment**

- 3.1. Admin will be paid on a Unit Rate basis, according to the breakdown of costs listed in Exhibit B.
- 3.2. Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by the State’s Authorized Representative prior to incurring costs.
- 3.3. Admin must submit invoices electronically for payment, using the format set forth in Exhibit C.
- 3.4. Admin must submit a monthly progress report, using the format set forth in Exhibit D showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 3.5. The total obligation of MnDOT for all compensation and reimbursements to Admin under this contract will not exceed \$50,200.50.

**4. Conditions of Payment**

- 4.1. All services provided by Admin under this contract must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving Admin invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify Admin within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay Admin within 30 days of receipt of such invoice.
- 4.3. Admin must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered “received” within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT’s Consultant Services Section.

**5. Authorized Representatives**

5.1. MnDOT's Authorized Representative will be:

Name/Title: Nicole Peszynski/Contract Administrator  
Address: Minnesota Department of Transportation  
Consultant Services Unit, Mail Stop 680  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
E-Mail: Nicole.Peszynski@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Mayjoua Ly/Civil Rights Outreach Coordinator  
Address: Minnesota Department of Transportation  
Office of Civil Rights, Mail Stop 170  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
Telephone: (651) 366-3323  
E-Mail: Mayjoua.Ly@state.mn.us

5.3. Admin Authorized Representative will be:

Name/Title: Christina Nebel-Dickerson/MN PTAC Program Director  
Address: Minnesota Department of Administration  
Procurement Technical Assistance Center  
50 Sherburne Avenue, Suite 309, Saint Paul, Minnesota 55155  
Telephone: (651) 201-2629  
E-Mail: christina.nebel-dickerson@state.mn.us

**6. Amendments**

6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

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

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

9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, Admin agrees to comply with the State of Minnesota's Accessibility Standard

([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Admin's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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

#### **10. Subcontractor Reporting**

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

#### **11. Telecommunications Certification**

- 11.1. By signing this contract, the Admin certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Admin will include this certification as a flow down clause in any contract related to this contract.

#### **12. Title VI/Non-discrimination Assurances.**

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

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



**STATE ENCUMBRANCE VERIFICATION**

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

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

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

**Admin**

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

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

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

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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

## **Project Overview**

MnDOT's Office of Civil Rights (OCR) is committed to ensuring equal opportunity for all businesses and personnel on State projects. OCR has developed a comprehensive Business Development Program (BDP) that is administered annually. The BDP is designed to create a framework that provides training and technical assistance, along with access to business and financial resources that will assist Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGB) and Veteran-owned small businesses compete more effectively on State projects/contracts.

## **Background**

In accordance with 49 Code of Federal Regulations 26, Appendix C to Part 26, the purpose of this program element will be to further the development of DBEs and other small businesses, including but not limited to expansion into non-traditional areas of work and/or bid competitively in the marketplace outside the DBE program via training and technical assistance.

## **Project Goal**

The goal of this project will be to provide services to small businesses in the areas of outreach, contracting opportunities, training and technical assistance to certified and non-certified small businesses interested in highway heavy construction contracting and PT consulting opportunities on MnDOT projects. This agreement will provide the following:

1. Admin will provide business supports/education and technical assistance for certified small businesses to assist them in their pursuit of MnDOT contracts. See Scope of Work section for a list of services that will be provided.
2. Admin will provide business resources such as referrals to other services that work with highway heavy construction contractors.
3. Admin will offer outreach to non-certified small businesses about the transportation DBE Program.
4. Admin will assist non-certified small businesses with the Minnesota Unified Certification Program (MnUCP) DBE application/certification process.
5. Admin will provide networking opportunities for highway heavy contractors, Professional/Technical (PT) consultants and certified small businesses.
6. Admin will provide quarterly report and monthly invoices.

## **Definitions**

*Certified small businesses:* Any businesses certified under the DBE, TGB, and Veteran-owned small business program.

*Non-certified small businesses:* Any minority and or women-owned small businesses as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 13 CFR part 121.

## **Scope of Work and Deliverables**

Admin's Procurement Technical Assistance Center (PTAC) will complete the following tasks:

**Task 1. PTAC will provide business supports/education and technical assistance for certified small businesses to assist them in their pursuit of MnDOT contracts statewide.**

- 1.1 PTAC will provide workshop for new businesses – i.e. starting a business, DBE, TGB and Vet certification process, how to find opportunities with MnDOT, how to successfully obtain a contract with MnDOT, invite speakers to share business experiences.
- 1.2 PTAC will provide workshop for certified small businesses – topics will include but not limited to the following:
  - 1.2.1 Motivational speakers addressing business fatigue and other issues encountered by business owner;
  - 1.2.2 American Association of State Highway and Transportation Officials (AASHTOWare) Project Civil Rights and Labor (CRL) assistance;
  - 1.2.3 Procurement and contracting opportunities with MnDOT;
  - 1.2.4 How to get a contract with MnDOT;
  - 1.2.5 Credit/credit repairs; and
  - 1.2.6 Assist with a business plan, business portfolio and capability statement;
- 1.3 PTAC's workshop will consist of classroom-style, applied/hands-on format (when able), and virtual/online formats. The course delivery methods and materials will be designed to meet the needs of differing learning styles of participants and cultural backgrounds.
- 1.4 PTAC will evaluate the effectiveness of workshops and instructors by having participants complete evaluation forms for each workshops/events.
- 1.5 PTAC will utilize multiple marketing tools to market workshops/events to small businesses.
- 1.6 PTAC will provide one-on-one technical assistance.
  - 1.6.1 PTAC will provide subject matter experts for small businesses to consult with. Consultation will be done in-person or virtual.

**Deliverables:**

1. PTAC will provide a total up to six workshops by June 30, 2021.
2. PTAC will document one-on-one technical assistance and workshop attendance and submit it to MnDOT Project Manager (PM) quarterly.
3. PTAC will document program attendees' satisfaction and provide a summary to MnDOT PM quarterly.

**Task 2. PTAC will provide business resources such as referrals to other services that work with highway heavy contractors and Professional Technical consultants.**

- 2.1 PTAC will maintain a variety business resources list for referral purposes including the following resources:
  - 2.1.1 Small business loan programs.
  - 2.1.2 Bonding and insurance programs.
  - 2.1.3 Other free or low cost services. This is not an all-inclusive list; grantee is encouraged to add other pertinent resources.

**Deliverables:**

1. PTAC will document the number of referrals, company names and contact information, and the services referrals were made to.

**Task 3. PTAC will offer outreach to non-certified small businesses about the DBE Program.**

3.1 PTAC will utilize multiple social media platform for outreach to non-certified small businesses including TGB, VET, The Central Certification Program (CERT), Women-owned business firms that have not been certified in the DBE Program. Social media and all marketing will be created by Admin's Communication team, review and approve by MnDOT Project Manager and Communication team. MnDOT will assist with program marketing.

3.2 PTAC will hold quarterly information session about the DBE Program and certification process.

Deliverables:

1. PTAC will hold two quarterly DBE Program and certification information sessions for up to 30 non-certified small businesses.
2. PTAC will document company names and contact information.

**Task 4. PTAC will assist non-certified small businesses with the Minnesota United Certification Program (MnUCP) application/certification process.**

Deliverables:

1. PTAC will assist up to 10 non-certified small businesses with MnUCP application/certification.
2. PTAC will document company names and contact information.

**Task 5. PTAC will provide highway heavy construction and PT networking opportunities for contractors and certified small businesses.**

Deliverables:

1. PTAC will hold one networking before June 30, 2021.
2. PTAC will document participants feedback and provide a summary to MnDOT PM quarterly.
3. PTAC will document company names and contact information.

**Task 6. PTAC will provide timely program updates and invoices.**

Deliverables:

1. PTAC will provide quarterly program updates. Program updates format will be provided by MnDOT.
2. PTAC will provide quarterly invoices due on the 15<sup>th</sup> of the following month (i.e. quarter ends March 31, 2021, quarterly updates due April 15, 2021). Invoice format will be provided by MnDOT.

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

**Direct Labor Costs**

<b>Task</b>	<b>Procurement Specialist</b>	<b>Director</b>	<b>Total</b>
<b>Task 1:</b>			
Planning, execution and follow up of 6 total workshops	395		395
<b>Task 2:</b>			
Planning, execution and follow up of 4 DBE program/information sessions	150		150
<b>Task 3:</b>			
Assistance with 10 DBE certification applications	250		250
<b>Task 4:</b>			
Planning, execution and follow up of 1 networking event	75	15	90
<b>Task 5:</b>			
Counseling and referrals as well as project oversight and administration	205	90	295
<b>Total Hours</b>	1075	105	1180
<b>Hourly Rate</b>	\$ 40.53	\$ 63.15	
<b>Total Direct Labor Costs:</b>	<b>\$ 43,569.75</b>	<b>\$ 6,630.75</b>	<b>\$ 50,200.50</b>
 <b>TOTAL CONTRACT AMOUNT</b>			
		<b>\$</b>	<b>50,200.50</b>

Note: Additional classifications/rates may be billed as necessary. The hours may fluctuate between the tasks and classifications. If it appears the total contract amount will be exceeded an amendment will be necessary.

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1045788

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2021

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

SP Number: N/A TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$50,200.50			
<b>Net Earning Totals:</b>	\$50,200.50			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6221			
<b>Total**</b>			

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

Contractor: \_\_\_\_\_

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

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

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

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



For Invoice No.: \_\_\_\_\_

**Progress Report Instructions:**

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

**(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)**

MnDOT Contract No. 1045788  
Contract Expiration Date: June 30, 2021  
SP Number: N/A TH Number: N/A

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

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
Planning, execution and follow up of 6 total workshops	33%					395			
Planning, execution and follow up of 4 DBE program/information sessions	13%					150			
Assistance with 10 DBE certification applications	21%					250			
Planning, execution and follow up of 1 networking event	8%					90			
Counseling and referrals as well as project oversight and administration	25%					295			
<b>TOTALS:</b>	100%					1180			

**\*Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

\_\_\_\_\_  
Contractor's Project Manager

\_\_\_\_\_  
Date

**STATE OF MINNESOTA  
INTERAGENCY CONTRACT**

Project Description: Providing MIAC staff to work on MnDOT projects

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Indian Affairs Council ("Other Agency" or "MIAC") located at 113 2nd St NW #110A, Bemidji, MN 56601.

**Contract**

---

**1. Term of Contract; Incorporation of Exhibits**

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A and B are attached and incorporated into this Contract.

**2. Scope of Work**

- 2.1 MnDOT will provide funding for services as described in this Contract. MnDOT will provide funding for the equivalent of 1 full-time employee (salary, fringe, additive, and overhead expenses equivalent to that needed specifically for 1.5 full-time employee) and travel for a MIAC employee or employees and/or consultant(s) to work on MnDOT State Projects (i.e., projects located on MnDOT Trunk Highway right-of-way with an assigned State Project number) related to Minn. Stat. § 138.40, Subd. 3 and Minn. Stat. § 307.08, Subd. 10. MIAC may utilize a consultant to do all or part of this work. MIAC will be reimbursed for any employee travel under this agreement in the amount provided for by the employee's bargaining unit. MIAC will be reimbursed for any consultant travel under this agreement as described in section 3.4
- 2.2 MIAC will be solely responsible for all human resources and labor relations matters between the MIAC employee(s) and/or consultant(s) and the State of Minnesota, including, but not limited to, compensation, benefits, taxes, labor disputes, and training and development.
- 2.4 The MIAC employee(s) and/or consultant(s) will be responsible for responding to Requests for Information submittals and consultation requests for making recommendations for the preservation of American Indian archaeological or historic sites which may be endangered by construction or development activities as described in Minn. Stat. § 138.40, Subd. 3.
- 2.5 The MIAC employee(s) or consultant(s) will be responsible for making recommendations for the preservation in place or removal of human burials or remains which may be endangered by construction or development activities as described in Minn. Stat. § 307.08, Subd. 10.
- 2.6 Throughout the term of this Contract, MnDOT's Cultural Resource Unit and the MIAC staff will meet biweekly to set project priorities. Project priorities may be changed at MnDOT's discretion at any time. Following each biweekly meeting to set project priorities the MIAC staff will e-mail State's Authorized Representative a written list of the project priorities identified in the biweekly meeting. MIAC staff will copy the MnDOT representative who was present at the biweekly meeting on this e-mail.
- 2.7 Project priorities which may be set by MnDOT at these biweekly meetings include, but are not limited to, the following: reviewing new projects submitted by MnDOT pursuant to Minnesota Statutes §§ 138.40 and 307.08, and providing direction to MnDOT on a project-by-project basis.

**3. Consideration and Payment**

- 3.1 MIAC must submit a monthly progress report, using the format set forth in Exhibit B, showing the progress of work in work hours according to the tasks defined through the process described in Article 2 of this agreement.



- 3.2 MnDOT will pay for all services performed by MIAC on an actual cost reimbursement basis for the following items:
- 3.2.1 Actual salary costs for up to 1.5 full-time employee(s) incurred by MIAC, at the normal rate of pay plus reasonable and customary fringe, labor additive, and overhead expenses related specifically up to 1.5 full-time employee(s); and
  - 3.2.2 Travel and subsistence expenses for up to 1.5 full-time employee(s), in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". MIAC will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from MnDOT for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit A for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses; and
  - 3.2.3 Actual and reasonable costs of consultants and contractors engaged to perform the work, as approved by MnDOT.
- 3.3 Overtime. MnDOT will not pay overtime rates for any overtime worked by Other Agency unless State's Authorized Representative has specifically authorized overtime in writing.
- 3.4 Travel Expenses. Other Agency will be reimbursed for up to \$5,000 in travel and subsistence expenses during state fiscal year 2021. Other Agency will be reimbursed for up to \$25,000 in travel and subsistence expenses during state fiscal years 2022-2024. These expenses will be reimbursed in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Other Agency will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from MnDOT for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit A for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this Contract will not exceed \$30,000 during state fiscal year 2021 or \$125,000 during state fiscal years 2022-2024 as shown below.
- |                  |              |
|------------------|--------------|
| FY 2021 payment  | \$30,000.00  |
| FY 2022 payment  | \$125,000.00 |
| FY 2023 payment  | \$125,000.00 |
| FY 2024 payment  | \$125,000.00 |
| Total obligation | \$405,000.00 |
- 3.6 The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this Contract will not exceed \$405,000 for the entire term of this Contract.

#### 4. Conditions of Payment

- 4.1 All services provided by Other Agency under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving Other Agency invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify Other Agency within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay Other Agency within 30 days of receipt of such invoice.
- 4.3 Other Agency must create and enter an invoice in SWIFT.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

**5. Contract Personnel**

**5.1 MnDOT's Authorized Representative will be:**

Name: Renee Barnes, or her successor.  
Title: Cultural Resources Unit Supervisor  
MnDOT: MnDOT, Office of Environmental Stewardship  
Street Address: 395 John Ireland Boulevard  
City State Zip: St. Paul, MN 55155  
Telephone: (651) 366-4291  
Email: [renee.barnes@state.mn.us](mailto:renee.barnes@state.mn.us)

**5.2 Other Agency's Authorized Representative will be:**

Name: Shannon Geshick, or her successor.  
Title: Executive Director  
MIAC: Minnesota Indian Affairs Council:  
Billing Address: 161 St. Anthony Avenue  
City State Zip: St. Paul, MN 55103  
Telephone: (651) 539-2202  
Email: [shannon.geshick@state.mn.us](mailto:shannon.geshick@state.mn.us)

**6. Amendments**

- 6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

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

**OTHER AGENCY**

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

By: *[Signature]*Title: *Chairman*Date: *3/15/2021*By: *Shannon Geshick*Title: Executive DirectorDate: 3/15/2021**STATE ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

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

SWIFT Contract # 188671SWIFT Purchase Order # 3000572551**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

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

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

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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



**MINNESOTA DEPARTMENT OF TRANSPORTATION  
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

**Travel Status**

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

**Restrictions**

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.



INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:****Contractor must:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [T7901AccountsPayable.DOT@state.mn.us](mailto:T7901AccountsPayable.DOT@state.mn.us).

MnDOT Contract Number: [XXXXXXX]

Contract Expiration Date: [spell out, ex: April 1, 2020]

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$			
3. Subcontractor Costs: [FIRM NAME]	\$			
<b>Net Earning Totals:</b>	\$			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
[XXXX]			
[XXXX]			
[XXXX]			
<b>Total**</b>			

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

Contractor: \_\_\_\_\_

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

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

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

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



MnDOT Contract Number: 1046052

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

**Federal Project Number:** N/A  
**State Project Number (SP):** N/A  
**Trunk Highway Number (TH):** N/A  
**Project Identification:** Shared Centerline Hosting Support

This contract is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services (MN.IT), Minnesota Geospatial Information Office (MnGeo).

**Contract**

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 9016.
- 2.2. MnGeo will perform the tasks and provide the deliverables described in Exhibit A.

**3. Consideration and Payment**

- 3.1. MnGeo will be paid on a Fixed Hourly Rate basis as follows:  

Classification	Hours	Hourly Rate	Cost
8PSMG3/GIS	48	\$95.70	\$4,593.60
- 3.2. MnGeo must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this contract will not exceed \$4,593.60.

**4. Conditions of Payment**

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:  
Name/Title: Nicole Peszynski/Contract Administrator

Address: Minnesota Department of Transportation  
Consultant Services Unit, Mail Stop 680  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
E-Mail: nicole.peszynski@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Peter Morey/RDS Director  
Address: Minnesota Department of Transportation  
Office of Transportation System Management, Mail Stop 450  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
Telephone: (651) 366-3872  
E-Mail: peter.morey@state.mn.us

5.3. MnGeo Authorized Representative will be:

Name/Title: Blaine Hackett  
Address: Office of MN.IT Services  
Minnesota Geospatial Information Office  
658 Cedar Street  
Saint Paul, Minnesota 55155  
Telephone: (651) 201-2467  
E-Mail: blaine.hackett@state.mn.us

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's

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

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

#### **10. Telecommunications Certification**

- 10.1. By signing this contract, the MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The MnGeo will include this certification as a flow down clause in any contract related to this contract.

#### **11. Title VI/Non-discrimination Assurances.**

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

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

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

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

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

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

**MNGEO**

DocuSigned by:

*Tracy Gerasch*

Signed: \_\_\_\_\_  
58BF08075AF6441...

Title: \_\_\_\_\_  
Procurement Director

Date: \_\_\_\_\_  
2/9/2021

**MnDOT CONTRACT MANAGEMENT**

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

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

**Purpose**

MN.IT Services (MN.IT), Minnesota Geospatial Information Office (MnGeo) will provide Geographic Information Services (GIS) Professional Services to the Minnesota Department of Transportation (MnDOT) for the maintenance of the Shared Centerline process.

**Deliverables, Duties and Responsibilities****A. MnGeo Deliverables, Duties and Responsibilities:****Task 1: Maintenance and Support****Deliverables:**

Within the constraints of this task's budget, and in consultation with MnDOT's Project Manager, MnGeo will provide the following services:

1. MnGeo will manage schema changes
2. MnGeo will manage service issues
3. MnGeo will make service changes to Extract Transform or Load routines
4. MnGeo will troubleshoot Portal accounts

**Task 2: Administration (Project Management, Invoicing, Planning)****Deliverables:**

Within the constraints of this task's budget, and in consultation with MnDOT's Project Manager, MnGeo will provide the following services:

1. MnGeo will have quarterly meetings with MnDOT staff. The meetings will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by MnDOT's Project Manager.
2. MnGeo will provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving or future service authorization estimating and creating.

**B. MnDOT Deliverables, Duties and Responsibilities:**

Under the terms of this agreement, MnDOT will:

1. MnDOT will meet with MnGeo to review the applications, services and resources being deployed, and other related topics as requested by MnGeo.
2. MnDOT will provide MnGeo with timely review and comments on the applications, services and resources being deployed as requested by MnGeo.
3. MnDOT's Project Manager will provide MnGeo with timely notification of any problems related to this service authorization.

**C. Service Level Objectives**

Service level objectives are defined below for reference regarding the performance of MnDOT's application and service:

**1. Availability**

MnGeo will communicate unanticipated interruptions in services immediately after discovery.

**2. Incident Response Time**



MnDOT Agreement Number: 1046052

Exhibit A

## Detailed Scope of Work and Deliverables

a. Incident notifications and service requests related to unavailability of MnDOT's service will be acknowledged by MnGeo within four business hours of the notification if reported through standard incident notification channels.

b. Incidents involving performance will be prioritized and attempted to be resolved within eight business hours of notification or less by MnGeo.

c. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT and reported to MnGeo through MnDOT's Project Manager.

d. Within one business day, MnGeo will respond to website operational problems identified by MnDOT and reported to MnGeo through MnDOT's Project Manager.

e. MnGeo will keep MnDOT's Project Manager apprised of needed repairs and anticipated timelines to complete repairs.

f. Business Hours for MnGeo will be 8:00 am – 4:30 pm Monday – Friday except for holidays.

g. MnGeo will notify MnDOT's Project Manager of extraordinary situations involving activation of a Continuity of Operations plan (COOP) or disaster recovery plan will impact the ability to meet the incident response times.

### 3. Environments

a. The infrastructure used by MnGeo to support the MnDOT service will consist of multi-tenant deployment of cloud infrastructure designed to support the MnDOT application and database.

b. MnGeo will use the current architecture to isolate the system and dependencies to avoid impacting service availability or performance.

c. MnGeo will deploy MnDOT to distinct production and non-production staging environments in accordance with MN.IT Data Management Standards.

d. MnGeo will use non-production staging to test all changes to the operating systems or application layer configurations.

e. MnDOT Project Manager will perform acceptance testing on changes made within the non-product staging environment and will communicate acceptance to MnGeo before changes will be promoted to the production environment.

### 4. Change Management

a. System changes initiated by either MnDOT or MnGeo will require planning and testing in a non-production environment.

b. MnDOT Project Manager will receive notifications by MnGeo regarding planned changes and perform acceptance testing prior to the production release.

c. When upgrades are instituted, MnGeo will review the platform to ensure all core components are operational.

d. MnDOT Project Manager will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, Mn Geo will develop and share testing plans and incorporate them into MN.IT Change Management routines.

### 5. Maintenance Windows

a. MnGeo will perform planned maintenance on MnDOT infrastructure during the following maintenance windows unless otherwise agreed upon by both parties:

*Non-production:* Second Monday of the Month 5:30 pm – (next business day) Tuesday-8:00 am

*Production:* Second Wednesday of the Month 5:30 pm – (next business day) Thursday-8:00 am

b. MnGeo will provide advanced notification to MnDOT if an interruption in service is expected during planned maintenance times. MnGeo will provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MN.IT Managed Hosting.

c. MnGeo will provide MnDOT Project Manager with notice immediately regarding impending changes that are unplanned or external in nature.

d. For changes planned by MnGeo, MnGeo will provide no less than one month's notice before instituting major system / software changes.

e. MnGeo will apprise MnDOT Project Manager of potential problems associated with changes.

f. MnGeo will follow MN.IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.

g. MN.IT Managed Hosting will have their own maintenance windows to accommodate patching.

h. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's Project Manager, the MnDOT infrastructure costs will be increased accordingly.

#### 6. System Monitoring

a. MnGeo will manage and monitor MnDOT hosting systems for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MN.IT Managed hosting.

b. MnGeo will configure alerts to notify MnGeo of performance issues.

c. MnGeo will communicate issues and their resolutions to MnDOT's Project Manager.

#### 7. Application Deployments and Data Source Updates

a. Changes to MnDOT's application requiring code deployments or updates to the data that require elevated permissions to the servers or database management system will be performed by MnGeo staff upon request.

b. The frequency of deployments or data updates will depend on project budget and MnGeo staff availability and will require at least a two week notice to begin the process with changes being carried out during designated maintenance windows.

#### 8. GIS System Audits and Updates

a. MnGeo will assess all systems used to support MnDOT's application for currency of software yearly as part of the current contract scope. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems.

b. All systems will be running an acceptable version of software according to the MnGeo Standard Operating Environment or will be updated by MnGeo within the billing period. Updates will require MnDOT involvement to facilitate application testing and acceptance to verify required updates do not result in breaking changes.

c. In addition to MN.IT Managed Hosting Operating System updates, MnGeo will perform yearly updates to the system to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment.

d. ArcGIS Server and other required software installed on the operating system (OS) will be audited yearly by MnGeo and will be updated by MnGeo to be no more than one major version release behind the current stable version. Exceptions will be documented and communicated by MnGeo to MnDOT for prioritization in future agreements.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:****Contractor must:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1046052

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2021

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

SP Number: N/A TH Number: N/A

	<b>Total Contract Amount</b>	<b>Total Billing to Date</b>	<b>Amount Previously Billed</b>	<b>Billed This Invoice</b>
1. Fixed Hourly Rate Costs: (Attach Supporting Documentation)	\$4,593.60			
<b>Net Earning Totals:</b>	\$4,593.60			
<b>Total Amount due this invoice:</b>				\$

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

<b>Source Type</b>	<b>Total Billing to Date</b>	<b>Amount Previously Billed</b>	<b>Billed This Invoice</b>
9016			
<b>Total**</b>			

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

Contractor: \_\_\_\_\_

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

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

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

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

**AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1046052**

Contract Start Date: February 16, 2021	Original Contract Amount:	\$ 4,593.60
Original Contract Expiration Date: June 30, 2021	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: June 30, 2021	Current Amendment Amount:	\$ 20,686.44
New Contract Expiration Date: June 30, 2023	Total Amended Contract Amount:	\$ 25,280.04

**Federal Project Number:** N/A  
**State Project Number (SP):** N/A  
**Trunk Highway Number (TH):** N/A  
**Project Identification:** Shared Centerlines

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

**RECITALS**

- MnDOT has a contract with MnGeo identified as MnDOT Contract Number 1046052 ("Original Contract") to provide Geographic Information Services (GIS) Professional Services to MnDOT for the maintenance of the Shared Centerline process.
- MnGeo requires additional time, and compensation, to continue providing services under this contract for an additional two years.
- MnDOT and MnGeo are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticles 1.2-1.3 are amended as follows:**

- Expiration Date: This contract will expire on ~~June 30, 2021~~ **June 30, 2023**, or the date that all obligations have been fulfilled and all deliverables have been approved by MnDOT, which ever occurs first.
- Exhibits: Exhibits ~~A through B~~ **A-1 and B-1** are attached and incorporated into this contract.

**REVISION 2. Subarticle 2.2 is amended as follows:**

- Scope of Work: MnGeo will perform the tasks and provide the deliverables described in Exhibit ~~A~~ **A-1**.

**REVISION 3. Subarticles 3.1-3.3 are amended as follows:**

- MnGeo will be paid on a Fixed Hourly Rate basis as follows:

<b>Classification</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Cost</b>
8PSMG3/GIS	48	\$95.70	\$4,593.60
<b><u>8PSMG3/GIS</u></b>	<b><u>192</u></b>	<b><u>\$101.44</u></b>	<b><u>\$19,476.48</u></b>
<b><u>8182</u></b>	<b><u>12</u></b>	<b><u>\$100.83</u></b>	<b><u>\$1,209.96</u></b>
			<b><u>Total = \$25,280.04</u></b>

- MnGeo must submit invoices electronically for payment, using the format set forth in Exhibit ~~B~~ **B-1**.

- The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this contract will not exceed ~~\$4,593.60~~ **\$25,280.04**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

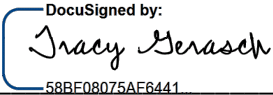
**MNDOT ENCUMBRANCE VERIFICATION**

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

Signed: **Michael Friberg**  
Date: Digitally signed by Michael Friberg  
Date: 2021.06.15 11:31:23 -05'00'

**MN.IT, MNGEO**

Mn.IT, MnGeo certifies that the appropriate person(s) have executed the amendment on behalf of Mn.IT, MnGeo as required by applicable articles, bylaws or resolutions.

Signed:  58BF08075AE6441

Title: Procurement Director

Date: 6/15/2021

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

**Purpose**

MN.IT Services (MN.IT), Minnesota Geospatial Information Office (MnGeo) will provide Geographic Information Services (GIS) Professional Services to the Minnesota Department of Transportation (MnDOT) for the maintenance of the Shared Centerline process.

**Deliverables, Duties and Responsibilities**

**A. MnGeo Deliverables, Duties and Responsibilities:**

**Task 1: Maintenance and Support**

**Deliverables:**

Within the constraints of this task's budget, and in consultation with MnDOT's Project Manager, MnGeo will provide the following services:

1. MnGeo will manage schema changes
2. MnGeo will manage service issues
3. MnGeo will make service changes to Extract Transform or Load routines
4. MnGeo will troubleshoot Portal accounts

**Task 2: Administration (Project Management, Invoicing, Planning)**

**Deliverables:**

Within the constraints of this task's budget, and in consultation with MnDOT's Project Manager, MnGeo will provide the following services:

1. MnGeo will have quarterly meetings with MnDOT staff. The meetings will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by MnDOT's Project Manager.
2. MnGeo will provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving or future service authorization estimating and creating.

**B. MnDOT Deliverables, Duties and Responsibilities:**

Under the terms of this agreement, MnDOT will:

1. MnDOT will meet with MnGeo to review the applications, services and resources being deployed, and other related topics as requested by MnGeo.
2. MnDOT will provide MnGeo with timely review and comments on the applications, services and resources being deployed as requested by MnGeo.
3. MnDOT's Project Manager will provide MnGeo with timely notification of any problems related to this service authorization.

**C. Service Level Objectives**

Service level objectives are defined below for reference regarding the performance of MnDOT's application and service:

**1.Availability**

MnGeo will communicate unanticipated interruptions in services immediately after discovery.

**2. Incident Response Time**



Detailed Scope of Work and Deliverables

a. Incident notifications and service requests related to unavailability of MnDOT's service will be acknowledged by MnGeo within four business hours of the notification if reported through standard incident notification channels.

b. Incidents involving performance will be prioritized and attempted to be resolved within eight business hours of notification or less by MnGeo.

c. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT and reported to MnGeo through MnDOT's Project Manager.

d. Within one business day, MnGeo will respond to website operational problems identified by MnDOT and reported to MnGeo through MnDOT's Project Manager.

e. MnGeo will keep MnDOT's Project Manager apprised of needed repairs and anticipated timelines to complete repairs.

f. Business Hours for MnGeo will be 8:00 am – 4:30 pm Monday – Friday except for holidays.

g. MnGeo will notify MnDOT's Project Manager of extraordinary situations involving activation of a Continuity of Operations plan (COOP) or disaster recovery plan will impact the ability to meet the incident response times.

### 3. Environments

a. The infrastructure used by MnGeo to support the MnDOT service will consist of multi-tenant deployment of cloud infrastructure designed to support the MnDOT application and database.

b. MnGeo will use the current architecture to isolate the system and dependencies to avoid impacting service availability or performance.

c. MnGeo will deploy MnDOT to distinct production and non-production staging environments in accordance with MN.IT Data Management Standards.

d. MnGeo will use non-production staging to test all changes to the operating systems or application layer configurations.

e. MnDOT Project Manager will perform acceptance testing on changes made within the non-product staging environment and will communicate acceptance to MnGeo before changes will be promoted to the production environment.

### 4. Change Management

a. System changes initiated by either MnDOT or MnGeo will require planning and testing in a non-production environment.

b. MnDOT Project Manager will receive notifications by MnGeo regarding planned changes and perform acceptance testing prior to the production release.

c. When upgrades are instituted, MnGeo will review the platform to ensure all core components are operational.

d. MnDOT Project Manager will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, Mn Geo will develop and share testing plans and incorporate them into MN.IT Change Management routines.

### 5. Maintenance Windows

a. MnGeo will perform planned maintenance on MnDOT infrastructure during the following maintenance windows unless otherwise agreed upon by both parties:

*Non-production:* Second Monday of the Month 5:30 pm – (next business day) Tuesday-8:00 am

*Production:* Second Wednesday of the Month 5:30 pm – (next business day) Thursday-8:00 am

b. MnGeo will provide advanced notification to MnDOT if an interruption in service is expected during planned maintenance times. MnGeo will provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MN.IT Managed Hosting.

c. MnGeo will provide MnDOT Project Manager with notice immediately regarding impending changes that are unplanned or external in nature.

d. For changes planned by MnGeo, MnGeo will provide no less than one month's notice before instituting major system / software changes.

e. MnGeo will apprise MnDOT Project Manager of potential problems associated with changes.

f. MnGeo will follow MN.IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.

g. MN.IT Managed Hosting will have their own maintenance windows to accommodate patching.

h. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's Project Manager, the MnDOT infrastructure costs will be increased accordingly.

#### 6. System Monitoring

a. MnGeo will manage and monitor MnDOT hosting systems for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MN.IT Managed hosting.

b. MnGeo will configure alerts to notify MnGeo of performance issues.

c. MnGeo will communicate issues and their resolutions to MnDOT's Project Manager.

#### 7. Application Deployments and Data Source Updates

a. Changes to MnDOT's application requiring code deployments or updates to the data that require elevated permissions to the servers or database management system will be performed by MnGeo staff upon request.

b. The frequency of deployments or data updates will depend on project budget and MnGeo staff availability and will require at least a two week notice to begin the process with changes being carried out during designated maintenance windows.

#### 8. GIS System Audits and Updates

a. MnGeo will assess all systems used to support MnDOT's application for currency of software yearly as part of the current contract scope. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems.

b. All systems will be running an acceptable version of software according to the MnGeo Standard Operating Environment or will be updated by MnGeo within the billing period. Updates will require MnDOT involvement to facilitate application testing and acceptance to verify required updates do not result in breaking changes.

c. In addition to MN.IT Managed Hosting Operating System updates, MnGeo will perform yearly updates to the system to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment.

d. ArcGIS Server and other required software installed on the operating system (OS) will be audited yearly by MnGeo and will be updated by MnGeo to be no more than two major version releases behind the current stable version. Exceptions will be documented and communicated by MnGeo to MnDOT for prioritization in future agreements.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1046052

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2023

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

SP Number: N/A TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Fixed Hourly Rate Costs: (Attach Supporting Documentation)	\$25,280.04			
<b>Net Earning Totals:</b>	\$25,280.04			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
9016			
<b>Total**</b>			

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

Contractor: \_\_\_\_\_

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

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

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

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

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Management and Budget (“MMB”) and Transportation (“DOT”).

**Recitals**

- A. Minnesota Laws 2020, Chapter 69, Section 2, codified as Minnesota Statutes, Section 174.525 (“Act”), authorized DOT to conduct a pilot program to apply for and receive a loan under the Transportation Infrastructure Finance and Innovation Act of 1998 (“TIFIA”), United States Code, title 23, chapter 6 (“Loan”), with the approval of the Commissioner of MMB, for a project in District 7 to expand a trunk highway from two lanes to four lanes between the cities of New Ulm and Nicollet.
- B. The Loan will be secured by a pledge of certain permit fee revenues collected by DOT under Minnesota Statutes, Section 169.86, subd. 5 (“Pledged Revenues”), which shall be deposited into a federal transportation loan account in the special revenue fund pursuant to Minnesota Statutes, Section 174.525, subd. 3 (“Loan Account”), and which monies have been irrevocably appropriated to the Commissioner of MMB and pledged for the payment of principal of and interest on the Loan, costs of issuance, any reserve, refinancing costs, and necessary administrative expenses associated with the Loan (“Eligible Expenditures”), in consultation with the Commissioner of DOT.
- C. To carry out the purposes of the Act, the Commissioners of DOT and MMB may enter into such covenants and agreements necessary or desirable to facilitate the execution and delivery of the Loan, including but not limited to covenants and agreements relating to the payment of and security for the Loan and disclosure of information required by the federal government and federal and state securities laws.
- D. MMB has entered into a professional and technical services contract with a registered municipal advisor, PFM Financial Advisors LLP (“PFM”), for services related to the issuance of revenue obligations by the State, and has a special attorney appointment with a nationally-recognized bond counsel firm, Kutak Rock LLP, from the Minnesota Attorney General for services related to the issuance of revenue obligations and the rendering of a validity opinion thereon, and will be engaging these services in connection with the Loan application process, credit rating process, loan structuring, disclosure requirements, negotiation and execution of the Loan, and any other acts deemed necessary for execution of the Loan, which represent agreements and obligations being undertaken by MMB to facilitate the execution and delivery of the Loan.
- E. Under the terms of the special attorney appointment between Kutak Rock LLP, MMB and the Minnesota Attorney General, Kutak Rock shall “provide legal services to MMB as bond and disclosure counsel regarding the issuance and sale or defeasance of revenue bonds or other obligations for MMB.”
- F. DOT and MMB desire to memorialize their joint and independent roles and responsibilities under the Act related to application for and closing of the Loan and to ensure that sufficient funds are available to MMB for purposes of paying costs of Eligible Expenditures.

## **Agreement**

### **1 Term of Agreement**

- 1.1 **Effective date:** April 1, 2021, or the date all required signatures are obtained, whichever is later.
- 1.2 **Expiration date:** Except for the record keeping obligations in Section 9, this Agreement shall continue until all obligations hereunder have been satisfactorily fulfilled and the amounts set forth in any final repayment schedule related to the Loan are paid in full, or on such other date as is agreed to in writing by the parties hereto.

### **2 Scope of Work**

Pursuant to Minnesota Statutes, Section 174.525, subd. 5, and other applicable law, DOT and MMB are authorized to enter into this Agreement to clarify the various roles and responsibilities associated with the Loan:

- 2.1 DOT will initiate the Loan application process with the Federal Highway Administration's Build America Bureau ("Bureau") and remain responsible for submitting any required application materials to the Bureau in consultation with MMB.
- 2.2 MMB will facilitate obtaining a preliminary and final rating on the Loan, in collaboration with DOT, from one or more nationally recognized credit rating agencies, and will engage the municipal advisory services of PFM for this purpose.
- 2.3 MMB will engage Kutak Rock LLP as bond and disclosure counsel for the Loan to provide a legal opinion as to the validity and enforceability of the Loan at closing and to provide continuing advice on matters related to the Loan after the closing and delivery of Loan proceeds.
  - 2.3.1 The parties agree that they have a common interest as regards to the legal advice and opinion of Kutak Rock LLP regarding the Loan, and that exchanges and disclosures of such legal advice and opinion are not intended to diminish in any way the confidentiality of such advice and opinion, and any exchange of advice and opinion is not intended to and will not be deemed to constitute a waiver of any available privilege or right. All communications relating to the furtherance of the common interest or made in connection with the legal advice or opinion and among any of the signatories of this Agreement, are confidential, and no privilege shall be deemed to be waived with respect to, or as a result of, such communications.
- 2.4 DOT, in consultation with MMB, will ensure appropriate accounting transactions are entered into SWIFT, the State's accounting system, to deposit all Pledged Revenues in the Loan Account and ensure the Pledged Revenues are legally available to the Commissioner of MMB for the purposes of paying Eligible Expenditures.
- 2.5 MMB will pay Eligible Expenditures from the Pledged Revenues in a timely manner, in consultation with DOT.
- 2.6 Annually, MMB will initiate a review process with DOT of Eligible Expenditures paid or to be paid by Pledged Revenues from the Loan Account in the current fiscal year, or otherwise legally set aside for any reserve required for the Loan, and in the event there is more money than needed to pay Eligible Expenditures and retain as a reserve in that fiscal year, MMB will transfer the excess amount from the Loan Account to the Trunk Highway Fund.

### **3 Consideration and Payment**

Excluding the principal and interest payments on the Loan as well as any required reserve, the exact cost of remaining Eligible Expenditures covered by this Agreement are unknown until the Loan is executed and all work associated with obtaining and servicing the Loan is performed. The estimated total obligation for costs of issuance, refinancing costs, and necessary administrative expenses associated with the Loan is currently estimated to be **\$1,000,000**. This Agreement will be amended by the parties in the event the cost of Eligible Expenditures, excluding principal and interest payments on the Loan and any required reserve, exceeds this amount.

Pursuant to Minnesota Statutes, Section 174.525, subd. 4(b), the Commissioner of MMB will consult with the Commissioner of DOT regarding any Eligible Expenditures authorized to be paid from the Loan Account.

### **4 Conditions of Payment**

All work under this Agreement must be performed in accordance with the provisions and requirements contained in Minnesota Statutes, Section 174.525 and other applicable law and statewide financial policies.

### **5 Authorized Representative**

MMB's Authorized Representative is **Jennifer Hassemer, Assistant Commissioner, Minnesota Management and Budget, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8079**, or his/her successor.

DOT's Authorized Representative is **Joshua Knatterud-Hubinger, Budget Director, Department of Transportation, 395 John Ireland Blvd., St. Paul, MN 55155, (612) 499-8115**, or his/her successor.

### **6 Amendments**

Any amendment to this Agreement 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 Agreement, or their successors in office.

### **7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof. The liability of the parties is set out in chapter 3.736 of the Minnesota Statutes and is subject to the limitations thereof. Nothing herein shall be construed to limit any party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

This provision shall survive the expiration or termination of this Agreement.

### **8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In this event, MMB shall be entitled to Pledged Revenues to cover the cost of work performed prior to the termination date.

### **9 State Audit**

The books, records, documents, and accounting practices and procedures of DOT and MMB relevant to this Agreement shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years from the end of this Agreement.



**1. DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(With delegated authority)

Signed: **Kim Collins**  Digitally signed by Kim Collins  
Date: 2021.04.09 10:19:01  
-05'00'

Title: Deputy Commissioner

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

**2. MnDOT CONTRACT MANAGMENT**  
(As to form and execution)

By: \_\_\_\_\_  
(With delegated authority)

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

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

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

**3. MINNESOTA MANAGEMENT AND BUDGET**

By: Jennifer Hassemer  
(With delegated authority)

Signed: **Jennifer Hassemer**  Digitally signed by Jennifer Hassemer  
Date: 2021.04.01 12:42:04  
-05'00'

Title: Assistant Commissioner

Date: April 1, 2021

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Office of MN.IT Services (MNIT) and the Department of Transportation, District 6 (DOT).

**Agreement**

**1. Term of Agreement**

- 1.1. **Effective date:** The date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2. **Expiration date:** June 30, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

- 2.1. MNIT and DOT are partnering with the United States Geological Survey (USGS) to acquire high-resolution digital elevation data developed from airborne lidar (Light Detection and Ranging) for an area in Southern Minnesota. The data will be used to generate Digital Elevation Models (DEMs) for use in engineering design and design reviews, conservation planning, research, delivery, floodplain mapping, and hydrologic modeling utilizing lidar technology. The data is to be acquired during spring 2021. The project area will consist of high accuracy classified bare-earth lidar data in LAS format as well as raster DEMs per project requirements.
- 2.2. MNIT is serving as the fiscal agent for the State of Minnesota for this project. DOT will contribute \$200,000.00 to the project. DOT will remit this amount to MNIT. Subsequent to receipt, MNIT will remit this amount to USGS.
- 2.3. DOT and MNIT agree to share all data gathered or generated under the agreement with USGS.

**3. Consideration and Payment**

- 3.1. DOT shall make payment to MN.IT in the amount of \$200,000.00 upon receipt of an invoice when funds are available after July 1, 2021. MN.IT must create and enter an invoice in SWIFT. ELECTRONIC INVOICES ARE PREFERABLE. PLEASE SEND AN ELECTRONIC INVOICE TO BOTH: [T7901ACCOUNTSPAYABLE.DOT@STATE.MN.US](mailto:T7901ACCOUNTSPAYABLE.DOT@STATE.MN.US) and MnDOT's Authorized Representative.
- 3.2. MnDOT will make payment using the bilateral netting process in SWIFT.
- 3.3. The total obligation of DOT for all compensation and reimbursements to MN.IT under this agreement will not exceed \$200,000.00.

**4. Conditions of Payment**

- 4.1. MNIT's obligations will be met upon remittance of the amount set forth in section 3 to USGS.

**5. Authorized Representative**

- 5.1. DOT's Authorized Representative is Jordan Kurth, Land Surveyor Supervisor, 2900 48<sup>th</sup> Street NW 060, Rochester, MN 55901, 507-286-7628 or his/her successor.
- 5.2. MNIT's Authorized Representative is Dan Ross, Geographic Information Systems Director, 658 Cedar Street, Saint Paul, MN 55155, 651-757-2550

**6. Amendments**

- 6.1. Any amendment to this agreement 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 agreement, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and behavior and the results thereof.

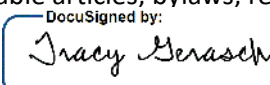
**8. Termination**

- 8.1. Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

MnDOT Contract No.: 1046176

**MN.IT**

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

By:  \_\_\_\_\_  
Title: Procurement Director \_\_\_\_\_  
Date: 2/18/2021 \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MnDOT ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
FY 2022 Funds will be encumbered when they are available  
SWIFT Contract # \_\_\_\_\_  
SWIFT Purchase Order # \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MnDOT Contract Management**

By: \_\_\_\_\_  
(As to form and execution)  
Date: \_\_\_\_\_

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *February 18, 2021* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Seema Desai or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Edwin Hudson** or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

EVERETT

**6 Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed:

Nicole

Digitally signed by  
Nicole Peszynski

Date:

Peszynski

Date: 2021.03.01  
15:29:58 -06'00'

P.O./SWIFT #: 3000576962 /190206

**3. DEPARTMENT OF TRANSPORTATION**

Signed:

Seema Desai

Digitally signed by Seema  
Desai  
Date: 2021.03.01 14:00:54  
-06'00'

(with delegated authority)

Title:

Date:

**2. MINNESOTA MANAGEMENT AND BUDGET**

Signed:

(with delegated authority)

Title:

Chief Financial Officer

Date:

03-02-2021

**4. MNDOT CONTRACT MANAGEMENT**

By/Date:

Kyle  
FisherDigitally signed  
by Kyle Fisher  
Date: 2021.03.02  
08:33:07 -06'00'



# State of Minnesota Interagency Agreement

SWIFT Contract No.: **190404**

This Interagency Agreement ("Agreement") is between the Minnesota Department of Corrections (DOC) and the Minnesota Department of Transportation (MnDOT).

## Agreement

### 1. Term of Agreement; Exhibit

**1.1 Effective date.** July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2 Expiration date.** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Scope of Work

DOC will provide an Institution Community Work Crews (ICWC) crew leader who will supervise up to 10 offender crewmembers four (4) days per week, including daily preparation, travel and communications, to work at the discretion of MnDOT staff for trash pickup, mowing, landscape work, cleaning and other assignments agreed upon by the parties.

### 3. Consideration and Payment

**3.1 Basis of Payment.** MnDOT will pay for all services performed by DOC under this Agreement on an actual cost reimbursement basis, as follows:

- i.* Actual salary costs for crew leaders, at the normal rate of pay plus reasonable and customary labor additives (including vacation, sick leave, and holidays, based on the terms and conditions of the crew leader's AFSCME bargaining unit); \$87,000 a Year-\$174,000 Total for contract
- ii.* Repair services necessary to perform the work; \$1,000 a Year-\$2,000 Total for contract
- iii.* Training reasonably needed for the work; \$500 a Year-\$1,000 Total for contract
- iv.* Communications associated with this Agreement; \$600 a Year-\$1,200 Total for contract
- v.* Travel/vehicle costs; \$7,200 a Year-\$14,400 Total for contract
- vi.* Supplies and equipment reasonably necessary to carry out the work. \$1,200 a Year-\$2,400 Total for contract

**3.2 Total Obligation.** MnDOT's total obligation for all compensation and reimbursements to DOC will not exceed \$195,000.00.

**3.3 Terms of Payment.** MnDOT will be invoiced by the DOC the following:

July 1, 2021: \$24,375

October 1, 2021: \$24,375

January 1, 2022: \$24,375

April 1, 2022: \$24,375

July 1, 2022: \$24,375

October 1, 2022: \$24,375



January 1, 2023: \$24,375

April 1, 2023: \$24,375

#### **4. Conditions of Payment**

All services provided by DOC under this agreement must be performed to Mn/DOT satisfaction, as determined solely by Mn/DOT's Authorized Representative.

Any leave incurred by the DOC crew that is not covered by the crew leader's AFSCME bargaining unit, the DOC will credit the DOT at a rate of \$468.75 per day of the incurred leave on the next invoice.

#### **5. Authorized Representative**

DOC's Authorized Representative is Scott Miller, ICWC Supervisor, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108-5219, 651-587-0570, [Scott.Miller@state.mn.us](mailto:Scott.Miller@state.mn.us) or his successor.

MnDOT's Authorized Representative is Dewayne Jones, Central Region Superintendent, 1500 West County Road B2, Roseville, MN 55113, 651-234-7944, [Dewayne.jones@dot.state.mn.us](mailto:Dewayne.jones@dot.state.mn.us) or his successor.

#### **6. Amendments**

Any amendment to this Agreement 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 agreement, or their successors in office.

#### **7. Liability**

Each party will be responsible for its own acts and omissions and the results thereof.

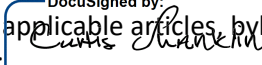
#### **8. Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**[The remainder of this page has deliberately been left blank.]**

**DOC**

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

By:   
Title: Deputy Commissioner  
Date: 5/23/2021

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
SWIFT Contract # 195546  
SWIFT Purchase Order # 3000593972 (Pre-encumbrance)

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

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

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
INTERAGENCY CONSTRUCTION  
AGREEMENT**

<b>MnDOT Project Number (S.P.):</b>	<u>3805-79</u>	<b>Total MnDNR Obligation</b>
<b>Trunk Highway Number (T.H.):</b>	<u>61=001</u>	<b><u>\$654,592.92</u></b>
<b>Bridge No.:</b>	<u>38017</u>	
<b>Federal Project Number:</b>	<u>NHPP 0061 (343)</u>	

This Agreement is between the Minnesota Department of Transportation, acting through its Commissioner of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("MnDNR").

**Recitals**

1. MnDOT will perform grading, bituminous surfacing, trail, Bridge No. 38017 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 61 from 0.38 miles west of Loop Road to 0.19 miles east of Loop Road including other associated Project areas according to MnDOT-prepared plans, specifications, and special provisions designated by MnDOT as State Project No. 3805-79 (T.H. 61=001) ("Project"); and
2. MnDNR has requested MnDOT include in its Project Bridge No. 38017 construction to accommodate the Gitchi Gami Trail extension and grading under Bridge No. 38017 for the future Gitchi Gami Trail extension construction; and
3. MnDNR will participate in costs related to certain aspects of Bridge No. 38017, future Gitchi Gami Trail extension grading, Trunk Highway No. 61 Bypass construction; Prorata amounts for mobilization, field office, field laboratory, traffic control and associated construction engineering; and
4. Future maintenance and or construction of the Gitchi Gami Trail extension on Bridge No. 38017 will require the MnDNR to participate in associated costs as outlined in this Agreement; and
5. Minnesota Statutes § 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.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. Effective Date.** This Agreement will be effective on the date MnDOT obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by MnDNR; 8. Liability; Worker

Compensation Claims; 11. MnDOT Audits; 12. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.

- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by MnDOT as State Project No. 3805-79 (T.H. 61=001) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement. ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of MnDNR Division of Parks & Trails and is attached and incorporated into this Agreement. Exhibit "A" - Gitchi Gami Trail and Future Trail is attached and incorporated into this Agreement.

## 2. Construction by MnDOT

- 2.1. **Contract Award.** MnDOT will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
  - A. **Supervision and Inspection by MnDOT.** MnDOT will direct and supervise all construction activities performed under the construction contract and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
  - B. **Inspection by MnDNR.** MnDNR participation construction covered under this Agreement will be open to inspection by MnDNR. If MnDNR believes MnDNR participation construction covered under this Agreement has not been properly performed or that the construction is defective, MnDNR will inform the MnDOT District Engineer's authorized representative in writing of those defects. Any recommendations made by MnDNR are not binding on MnDOT. MnDOT will have the exclusive right to determine whether the MnDOT's contractor has satisfactorily performed MnDNR participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
  - A. MnDOT will make changes in the Project Plans and contract construction, which may include MnDNR participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with MnDOT's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. MnDOT District Engineer's authorized representative will inform the appropriate MnDNR official of any proposed addenda and change orders to the construction contract that will affect MnDNR participation construction covered under this Agreement.
  - B. MnDNR may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with MnDOT. If MnDOT determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, MnDOT will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract.** MnDOT will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. **Limited Use Permit No. 3805-0009 and Amendment No. 1.** Upon expiration of Limited Use Permit (LUP) No. 3805-0009 and Amendment No. 1 to said LUP, MnDNR will obtain, through the District's Right-of-Way Area Manager, a new LUP to cover MnDNR's liability responsibilities of the Gitchi Gami Trail over Bridge

No. 38017 and the future Gitchi Gami Trail extension to be constructed upon the MnDOT Right-of-Way. Upon re-decking or major construction of Bridge No. 38017 carrying the Gitchi Gami Trail, MnDNR will amend or obtain a new LUP to cover MnDNR's liability responsibilities of the Gitchi Gami Trail over Bridge No. 38017.

### 3. Maintenance by MnDNR

Upon completion of the Project, MnDNR will provide the following without cost or expense to MnDOT:

**3.1. Bridge No. 38017 Gitchi Gami Trail Extension.** Maintenance of any trail construction on Bridge No. 38017.

Maintenance includes, but is not limited to, sweeping and debris removal, vegetation control, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. LUP 3805-0009 and Amendment No. 1 to said LUP further defines MnDNR's liability responsibilities of the Gitchi Gami Trail over Bridge No. 38017 to be constructed upon the MnDOT Right-of-Way.

Future maintenance of the Gitchi Gami Trail extension on Bridge No. 38017 including, but not limited to, emergency snow and ice control/removal, patching, crack repair, pavement replacement, signing, pavement markings will be completed by MnDOT. MnDOT will invoice the MnDNR for any maintenance related to the Gitchi Gami Trail extension on Bridge No. 38017. Cost share will be determined by the MnDOT District 1 office in Duluth to the extent of this Agreement and imposes obligations on MnDNR that would require the expenditure of money by MnDNR, such obligations are contingent upon and subject to the Minnesota Legislature appropriating funding for such obligations. If there is no appropriation of funding for all or part of any such obligation, Permittee shall make a good faith effort to secure funding to cover the obligation. LUP 3805-0009 and Amendment No. 1 to said LUP further defines MnDNR's liability responsibilities of the Gitchi Gami Trail over Bridge No. 38017 to be constructed upon the MnDOT Right-of-Way.

**3.2. Bridge No. 38017 Re-decking and Major Construction.** At any time Bridge No. 38017 needs to be re-decked or other major construction is to take place, the MnDNR will need to sign a new agreement with MnDOT that would outline cost share and maintenance responsibilities and will be required to amend the current LUP or obtain a new LUP as described in Article 2.5 of this Agreement.

**3.3. Gitchi Gami Trail.** MnDNR will own and be responsible for maintenance and repair of the trail construction adjacent to Bridge No. 38017. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trail in a safe and usable condition. LUP 3805-0009 and Amendment No. 1 to said LUP further defines MnDNR's liability responsibilities of the Gitchi Gami Trail to be constructed upon the MnDOT Right-of-Way.

**3.4. Future Gitchi Gami Trail Extension under Bridge No. 38017.** MnDNR will own and be responsible for maintenance and repair of the future Gitchi Gami Trail Extension construction under Bridge No. 38017. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, vegetation control, patching, crack repair, pavement replacement, signing, pavement markings and any other maintenance activities necessary to perpetuate the trail in a safe and usable condition. LUP 3805-0009 and Amendment No. 1 to said LUP further defines MnDNR's liability responsibilities of the future Gitchi Gami Trail extension to be constructed upon the MnDOT Right-of-Way.

**3.5. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for

which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

#### 4. Basis of MnDNR Cost

- 4.1. *Schedule "I"*.** The Preliminary Schedule "I" includes all anticipated MnDNR participation construction items and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 4.2. *MnDNR Participation Construction.*** MnDNR will participate in the following at the percentages indicated.
- A.** 24.6 Percent will be MnDNR's rate of cost participation in all of the Bridge No. 38017 construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
  - B.** 100 Percent will be MnDNR's rate of cost participation in all of the future Gitch Gami Trail extension grading construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I".
  - C.** 24.6 Percent will be MnDNR's rate of cost participation in all of the T.H. 61 bypass construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 4 of the Preliminary Schedule "I".
  - D.** 100 Percent will be MnDNR's rate of cost participation in the Prorata cost share including Mobilization, Field Office Type D, Field Laboratory Type D, and Traffic Control. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I".
- 4.3. *Construction Engineering Costs.*** MnDNR will pay a construction engineering charge equal to 8 percent of the total MnDNR participation construction covered under this Agreement.
- 4.4. *Plan Changes, Additional Construction, Etc.*** MnDNR will share in the costs of construction contract addenda and change orders that are necessary to complete the MnDNR participation construction covered under this Agreement, including any MnDNR requested additional work and plan changes. MnDOT reserves the right to invoice MnDNR for the cost of any additional MnDNR requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- 4.5. *Liquidated Damages.*** All liquidated damages assessed MnDOT's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

#### 5. MnDNR Cost and Payment by MnDNR

- 5.1. *MnDNR Cost.*** \$654,592.92 is MnDNR's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, MnDOT will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. *Conditions of Payment.*** MnDNR will pay MnDOT MnDNR's total estimated construction and construction engineering cost share as shown in the Revised Schedule "I", after the following conditions have been met:



- A. Execution of this Agreement and transmittal to MnDNR, including a copy of the Revised Schedule "I".
- B. MnDNR's receipt of a written request from MnDOT for the advancement of funds.

**5.3. Acceptance of MnDNR's Cost and Completed Construction.** The computation by MnDOT of the amount due from MnDNR will be final, binding, and conclusive. Acceptance by MnDOT of the completed contract construction will be final, binding, and conclusive upon MnDNR as to the satisfactory completion of the contract construction.

**5.4. Final Payment by MnDNR.** Upon completion of all contract construction and upon computation of the final amount due MnDOT's contractor, MnDOT will prepare a Final Schedule "I" and submit a copy to MnDNR. The Final Schedule "I" will be based on final quantities, and include all MnDNR participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the MnDNR participation construction exceeds the amount of funds advanced by MnDNR, MnDNR will pay the difference to MnDOT without interest. If the final cost of the MnDNR participation construction is less than the amount of funds advanced by MnDNR, MnDOT will refund the difference to MnDNR without interest.

MnDOT and MnDNR waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**6.1.** MnDOT's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: malaki.ruranika@state.mn.us

**6.2.** MnDNR's Authorized Representative will be:

Name, Title: Kent Skaar, Senior Project Manager (or successor)  
 Address: 500 Lafayette Road, St. Paul, MN 55155  
 Telephone: (651) 259-5636  
 E-Mail: kent.skaar@state.mn.us

## 7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments.** Any amendment to this Agreement 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 Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between MnDOT and MnDNR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **8. Liability; Worker Compensation Claims**

**8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of MnDOT and MnDNR.

**8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## **9. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## **10. Title VI/Non-discrimination Assurances**

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

## **11. MnDOT Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the MnDNR's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and MnDOT Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## **12. Government Data Practices**

MnDNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by MnDNR under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either MnDNR or MnDOT.

## **13. Telecommunications Certification**

By signing this agreement, MnDNR certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, MnDNR will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. MnDNR will include this certification as a flow down clause in any contract related to this Agreement.

#### 14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate MnDOT or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 15. Termination; Suspension

**15.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**15.2. *Termination for Insufficient Funding.*** MnDOT may immediately terminate this Agreement 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 performance of contract construction under the Project. Termination must be by written or fax notice to MnDNR.

**15.3. *Suspension.*** In the event of a total or partial government shutdown, MnDOT may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

#### 16. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

**DEPARTMENT OF NATURAL RESOURCES**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Recommended for Approval:

By: \_\_\_\_\_

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

Approved:

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

By: \_\_\_\_\_

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

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

Encumbered 7/26/2021  
Contract Adjusted to lesser amount 7/26/2021  
SWIFT Contract: 196502  
SWIFT PO# 3000191511

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(MnDOT Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**Preliminary Schedule "I"**  
**Agreement No. 1046795**  
**Minnesota Department of Natural Resources**

S.P. 3805-79 (T.H. 61=001)  
Fed. Proj. NHPP 0061 (343)

Preliminary: June 8, 2021

Grading, bituminous surfacing, Bridge No. 38017, trail grading, and Trunk Highway No. 61 bypass grading construction to start approximately September 20, 2021 under State Contract No. \_\_\_\_\_ with \_\_\_\_\_ located on Trunk Highway No. 61 from 0.38 miles west of Loop Road to 0.19 miles east of Loop Road including other associated Project areas

<b>MnDNR COST PARTICIPATION</b>	
Bridge No. 38017 From Sheet No. 2	452,170.02
(1) Gitchi Gami Trail Extension Grading From Sheet No. 3	105,790.00
(2) Trunk Highway No. 61 Bypass From Sheet No. 4	16,994.54
(3) MnDNR Prorata Participation From Sheet No. 4	31,150.00
Subtotal	\$606,104.56
Construction Engineering (8%)	48,488.36
<b>(4) Total MnDNR Cost</b>	<b>\$654,592.92</b>

- (1) Gitchi Gami Trail Extension Grading cost will be a lump sum amount based on Contractor unit prices
- (2) Trunk Highway No. 61 Bypass cost will be a lump sum amount based on estimated unit prices
- (3) MnDNR Prorata Participation cost will be lump sum based Contractor unit prices
- (4) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)

(1) 60.3 % FEDERAL, 15.1% MnDOT, 24.6% MnDNR

1046795

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 3805-38017 BRIDGE NO. 38017 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2401.503	TYPE CURB BARRIER CONCRETE (3S52) (P)	LIN FT	188.00	65.00	12,220.00
2401.503	TYPE P-4 (TL-4) BARRIER CONCRETE (3S52) (P)	LIN FT	188.00	150.00	28,200.00
2401.503	TYPE MOD P-4 (TL-4) BARRIER CONC (3S52) (P)	LIN FT	243.00	150.00	36,450.00
2401.507	STRUCTURAL CONCRETE (1G52) (P)	CU YD	258.00	600.00	154,800.00
2401.507	STRUCTURAL CONCRETE (1B52) (P)	CU YD	241.00	1,100.00	265,100.00
2401.508	REINFORCEMENT BARS (P)	POUND	28,120.00	1.45	40,774.00
2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	80,370.00	1.55	124,573.50
2401.508	REINFORCEMENT BARS (STAINLESS-75 KSI) (P)	POUND	700.00	6.00	4,200.00
2401.601	STRUCTURE EXCAVATION	LUMP SUM	1.00	25,000.00	25,000.00
2401.618	BRIDGE SLAB CONCRETE (3YHPC-M0) (P)	SQ FT	8,250.00	44.00	363,000.00
2402.502	BEARING ASSEMBLY	EACH	16.00	1,400.00	22,400.00
2402.503	ORNAMENTAL METAL RAILING DESIGN T-4 PC (P)	LIN FT	188.00	250.00	47,000.00
2405.503	PRESTRESSED CONCRETE BEAMS MN63 (P)	LIN FT	1,128.00	350.00	394,800.00
2405.503	DIAPHRAGMS FOR TYPE MN63 PREST BEAMS (P)	LIN FT	176.00	135.00	23,760.00
2411.618	ANTIGRAFFITI COATING (P)	SQ FT	1,964.00	2.00	3,928.00
2411.618	ARCH SURFACE FINISH (MULTI COLOR) (P)	SQ FT	1,964.00	6.00	11,784.00
2411.618	ARCH CONC TEXTURE (FIELDSTONE) (P)	SQ FT	1,964.00	25.00	49,100.00
2452.502	PIPE REDRIVING	EACH	40.00	250.00	10,000.00
2452.602	PILE PLACEMENT	EACH	40.00	200.00	8,000.00
2452.603	ROTARY DRILLED STEEL PILE 16"	LIN FT	1,200.00	175.00	210,000.00
2502.501	DRAINAGE SYSTEM TYPE (B910)	LUMP SUM	1.00	3,000.00	3,000.00
				TOTAL	\$1,838,089.50
	(1) 60.3 % FEDERAL COST	\$1,108,367.97			
	15.1 % MnDOT COST	\$277,551.51			
	24.6% MnDNR COST	\$452,170.02			



- 3 -

ITEM NUMBER	S.P. 3805-79 TRUNK HIGHWAY NO. 61 BYPASS WORK ITEM - LUMP SUM BASED ON BID	UNIT	QUANTITY	UNIT PRICE	COST (3)
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	506.00	2.00	1,012.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	1,139.00	5.50	6,264.50
2106.507	EXCAVATION - COMMON	CU YD	1,032.00	18.00	18,576.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	527.00	10.00	5,270.00
2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	CU YD	14.00	34.00	476.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	491.00	35.00	17,185.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (4,C)	TON	290.00	70.00	20,300.00
				TOTAL	\$69,083.50
	(3) 24.6% MnDNR COST	\$16,994.54			

(4) 100% MnDNR

ITEM NUMBER	S.P. 3805-79 PRORATA ITEM - - LUMP SUM BASED ON BID	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.05	415,000.00	20,750.00
2031.502	FIELD OFFICE TYPE D	EACH	0.05	14,000.00	700.00
2031.502	FIELD LABORATORY TYPE D	EACH	0.05	14,000.00	700.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.05	180,000.00	9,000.00
				TOTAL	\$31,150.00
	(4) 100% MnDNR COST	\$31,150.00			



## MAD Project Number: 2021-116

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation - CAVX

MAD Contact: Jake Granholm

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$11,620.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation - CAVX (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Jake Granholm

Requesting Agency: Kristin White

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 83 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$11,620.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective May 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Kristin White. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Renda E Rappa</b> Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

---

# Proposal

MnDOT CAV-X—Results Based Accountability  
April 6, 2021

---

**Proposal prepared by:**

Jake Granholm

[jacob.granholm@state.mn.us](mailto:jacob.granholm@state.mn.us)



## **Acting Enterprise Director**

Beth Bibus

### **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

### **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

### **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

Formed in 2018, MnDOT's Connected and Automated Vehicle Office (CAV-X) is the state's convening office for connected and automated vehicle transportation technology engagement, policy, testing and partnerships. The CAV-X Office developed a strategic plan in 2019 that focused on nine key areas with the goal of helping MnDOT prepare for deployment of new technologies. Now the CAV-X Office is working to identify specific performance measures to track progress toward its strategic planning goals.

The CAV-X leadership asked Management Analysis and Development (MAD) to assist CAV-X staff in using Results Based Accountability (RBA) to identify performance measures, creating a plan to operationalize the office's use of the selected measures, and build skills and capacity for further performance measurement.

## Products

MAD would first work with CAV-X leadership to identify priority program areas for performance measure development. MAD would then use the priorities to design and facilitate up to five group sessions that review RBA concepts and use RBA to develop performance measures and a framework for a measurement plan. The products at the end of this process include:

- A shared understanding among the participants of RBA as a performance measurement approach;
- Initial performance measures list for the identified program areas;
- Turn-the-curve performance-improvement plans documentation for prioritized measures; and
- Draft a communications plan document that describes program measures and CAV-X contributions to population results.

MAD would also provide additional consulting services, as needed.

Following the facilitated conversations, MAD would work with leadership to develop next steps for potential follow-up work to expand RBA training and implementation to more areas of the CAV-X strategic plan.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be May 1, 2021 (or when the interagency agreement is signed) through September 30, 2021. If the interagency agreement is not signed by May 1, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

Activities	Hours
<b>Background research:</b> MAD would review relevant background materials, including the 2019 strategic plan.	5

Activities	Hours
<b>Preparation and planning:</b> MAD would work with client to plan for three sessions with selected staff to review RBA concepts and update/develop new performance measures and turn-the-curve/performance improvement plans. Prepare agenda and materials.	10
<b>Facilitated RBA sessions:</b> MAD would meet with selected CAV-X staff for up to five two and a half hour sessions to review main RBA concepts; document population and client populations for CAV-X; conduct turn-the-curve planning on selected measures; draft a communications plan to describe the program's contributions to population results; and plan for putting RBA products into action. <i>For each session, MAD would facilitate and document results and create summary documentation for the client.</i>	40
<b>Additional RBA assistance:</b> MAD would provide additional RBA assistance to CAV-X, as needed.	10
<b>Follow up and planning next steps:</b> MAD would meet with the client to review project progress, the meeting summary materials, and draft communications plan document; plan potential next steps for further RBA assistance for other program areas within CAV-X.	5
Subtotal	70
Project management, including client communication (18%)	13
<b>Total hours</b>	<b>83</b>
<b>Total costs (83 hours times \$140)</b>	<b>\$11,620</b>

## Clients and Consultants

The primary client contact would be Kristin White, CAV-X Executive Director. The MAD project lead would be Jake Granholm; other MAD consultants would also provide services to the client.

## Client Responsibilities

The client would provide contact names and contact information for participants, contribute to the drafting and reviewing of discussion questions, and participate in group conversations and document review, as needed.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64.

## Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-116**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation-CAVX**, has an interagency agreement identified as **2021-116 (Contract: 192024, Order: 3000582441)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 5 of the original contract shall be amended to read:

### **5. Effective Dates:**

This agreement is effective May 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~September 30, 2021~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

## AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-116

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation-CAVX**, has an interagency agreement identified as **2021-116 (Contract: 192024, Order: 3000582441)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 5 of the original contract shall be amended to read:

### 5. Effective Dates:

This agreement is effective May 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2021~~ June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



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

**Federal Project Number:** N/A

**State Project Number (SP):** N/A

**Trunk Highway Number (TH):** N/A

**Project Identification:** Chemical Analysis of MnDOT Environmental Samples Collected

This contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Health ("MDH").

**Recitals**

1. MDH provides analytical services as outlined in the [Environmental Laboratory Sampling and Analysis Guide](#) document, which is made available to clients at the [Environmental Laboratory](#) internet page. Additional services not listed in the [Environmental Laboratory Sampling and Analysis Guide](#) can be provided with mutual agreement between MDH and its partner.
2. The [Environmental Laboratory Sampling and Analysis Guide](#) lists the methods used for the analytical services provided by MDH. The methods are approved for use by the regulatory requirements found in Title 40 of the Code of Federal Regulations (CFR). The technologies used by MDH follow the requirements specified in the approved methods. When a regulatory requirement does not exist for analytical services provided, MDH will utilize a method and technology appropriate to the services being offered and agreeable to the partner.

**Contract**

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective July 1, 2021 or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2022 or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Types 1071 and 2195.
- 2.2. Duties of MDH
  - 2.2.1. MDH will provide analytical services testing water and other environmental samples that will be collected and submitted to MDH by MnDOT for the constituents listed under the heading "Analysis Name" in the Minnesota Department of Health Public Health Laboratory Division FY 2021 Price List, which is attached to and incorporated into this Agreement as Exhibit A.
  - 2.2.2. MDH will handle, store, and analyze the submitted environmental samples according to the applicable standards promulgated by the United States Environmental Protection Agency (EPA).
  - 2.2.3. MDH will provide MnDOT with the completed analysis for all submitted environmental samples within 21 business days after receipt.
  - 2.2.4. If an analysis is specified on the Chain of Custody form as being a priority analysis, MDH will provide MnDOT with the completed analysis for the priority submitted environmental sample within 10 business days after receipt.
  - 2.2.5. With written consent from both parties, the methods MDH analysts use to test samples may be altered from those listed in Exhibit A, as long as the change is compliant with federal regulations and the change does not affect the overall budget.

- 2.2.6. MDH will perform environmental sample analysis pursuant to this Agreement using methods approved by the applicable regulations or required by the applicable permits.
  - 2.2.7. MDH will provide MnDOT with the following materials and equipment:
    - i. Bottles, bottle labels, chemical preservatives, and all other materials and supplies necessary for MnDOT to properly collect samples for analysis.
    - ii. When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.
    - iii. MDH will update and keep current the published guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare samples prior to submittal available at: [Environmental Laboratory Sampling and Analysis Guide](#)
  - 2.2.8. MDH will maintain a quality control program consistent with EPA guidelines, and its Public Health Laboratory shall maintain its current EPA Certification for drinking water analysis.
  - 2.2.9. MDH will grant the MnDOT Authorized Representative access to MDH's Premium Element ClientConnect system, which will enable MnDOT to access MnDOT's data from reviewed to completion.
  - 2.2.10. MDH will, in consultation with MnDOT, develop a method by which environmental sampling results data may be electronically transferred from MDH's computerized data repositories directly to MnDOT's chemical and environmental computer data storage system. No additional compensation is contemplated for this project pursuant to this Agreement.
  - 2.2.11. MDH will retain all raw and supporting data generated pursuant to this Agreement, consistent with all applicable retention schedules, or five years, whichever is longer.
  - 2.2.12. MDH will destroy all samples received from MnDOT pursuant to this Agreement consistent with current MDH disposal policies.
  - 2.2.13. MDH, if it fails to analyze any sample pursuant to Sections 2.1.2 or 2.1.3 above, will notify the MnDOT Authorized Representative by e-mail as soon as possible, but no later than 4:00 pm of the next business day. MDH will nonetheless complete the analysis with regards to any such sample, if possible, unless MnDOT advises otherwise. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee for any such sample.
  - 2.2.14. MDH will maintain laboratory analysis reports pertaining to the samples analyzed pursuant to this Agreement in a way which will identify, deliver, and report separately the results of analyses conducted on the samples collected from MnDOT's Office of Environmental Services (OES) Projects (**Source Type 1071**), and MnDOT's Metro Projects (**Source Type 2195**).
  - 2.2.15. MDH will permit MnDOT to inspect any laboratory data logs at MnDOT's request.
- 2.3. Duties of MnDOT
- 2.3.1. MnDOT will collect samples and deliver the samples via in-person drop-off or the use of any courier service specified by MnDOT to MDH's Environmental Laboratory for analysis.
  - 2.3.2. MnDOT will be responsible for all sample shipping and delivery costs and expenses.
  - 2.3.3. Every sample delivered by MnDOT will be accompanied by a Chain of Custody form that meets all requirements of the current MDH [Sample Acceptance Policy](#).
  - 2.3.4. All information on the Chain of Custody form will be recorded in indelible ink with any changes lined through such that the original entry is visible and include the date and initials of the person making the change.
  - 2.3.5. When multiple analytical methods are available, MnDOT will identify on the Chain of Custody form which method MDH should use for sample analysis. If none is specified, MDH will contact MnDOT for method clarification prior to sample processing.

### 3. Consideration and Payment

- 3.1. MDH will be paid as follows:
  - 3.1.1. The cost of the work performed by MDH on water samples will be based on summation of the fixed price for each chemical analysis as listed in Exhibit A.
  - 3.1.2. MDH will submit to MnDOT a monthly invoice containing a tabulation that separately lists the number of analyses completed for each constituent.
  - 3.1.3. MDH will not exceed the costs listed below:
    - i. MnDOT's OES Projects (DD): \$2,000.00
    - ii. MnDOT's Metro Tunnel Project (DR): \$2,743.00
  - 3.1.4. The table of fixed costs for individual chemical analyses listed in Exhibit A will remain in effect during the effective period of this Agreement.
  - 3.1.5. The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.
  - 3.1.6. Charges for priority work as noted in Section 2.2.4. of this Agreement will be based on the standard charge listed in Exhibit A for the analysis plus an additional 50percent surcharge.
  - 3.1.7. MDH will invoice MnDOT, and MnDOT will pay to MDH, such direct expenses incurred by MDH for:
    - i. The purchases of containers, materials and supplies as will be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.
    - ii. Any other services from MDH to MnDOT pursuant to this Agreement, as mutually agreeable between MDH and MnDOT, provided the budget for this Agreement is not exceeded.
  - 3.1.8. MnDOT will not pay for any sample analyzed in the event that sample is not analyzed pursuant to the terms and conditions of this Agreement.
  - 3.1.9. Lab processing fee, equipment fee and agency indirect is included in the analysis cost listed in Exhibit A.

**4. Terms of Payment** MnDOT will make payment within 30 days after MDH has presented invoices for services performed or goods or materials supplied to MnDOT. All services provided by MDH pursuant to this Agreement will be performed to the satisfaction of MnDOT as determined by MnDOT's Project Manager and Authorized Representative.

- 4.1. MDH will use the format set forth in MDH Invoice Form, which is attached to and incorporated into this Agreement as Exhibit B, accompanied by tabulation as required by Section 3.12 when submitting invoices. Invoices for payment will be submitted by the 15<sup>th</sup> of every month.
- 4.2. Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
- 4.3. An invoice summary will be provided from MDH to MnDOT for review prior to a final invoice being generated. MnDOT will have 5 business days to review this summary, and must notify MDH of any discrepancies during this time period.
- 4.4. The rates for individual analysis as listed in Exhibit A and for analysis for parameters listed in Section 3 of this Agreement are subject to final audit.
- 4.5. The total obligation of MnDOT for all compensation and reimbursement to MDH under this Agreement will not exceed \$4,743.00.

**5. Conditions of Payment**

- 5.1. All services provided by MDH under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MDH invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 5.3. MDH must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.
- 5.4. MDH will create an invoice and enter it in the Statewide Integrated Financial Tools ("SWIFT").
- 5.5. MnDOT will make payment using the bilateral netting process in SWIFT.

## **6. Authorized Representatives**

- 6.1. MnDOT's Authorized Representative will be:  
Name/Title: Nicole Peszynski/Contract Administrator  
Address: Minnesota Department of Transportation  
Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
E-Mail: [nicole.peszynski@state.mn.us](mailto:nicole.peszynski@state.mn.us)
- 6.2. MnDOT's Project Manager will be:  
Name/Title: Harold Bottolfson/State Program Administrator, Principal  
Address: Minnesota Department of Transportation  
Environmental Stewardship Section, Mail Stop 660  
6000 Minnehaha Avenue, Saint Paul, Minnesota 55164-0899  
Telephone: 651-366-5812  
E-Mail: [Harold.bottolfson@state.mn.us](mailto:Harold.bottolfson@state.mn.us)
- 6.3. MDH Authorized Representative will be:  
Name/Title: Paul Moyer/Environmental Lab Manager  
Address: Minnesota Department of Health  
601 Robert Street, Saint Paul, Minnesota 55164  
Telephone: 651-201-5669  
E-Mail: [paul.moyer@state.mn.us](mailto:paul.moyer@state.mn.us)

## **7. Amendments**

- 7.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

## **8. Liability**

- 8.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

## **9. Termination**

- 9.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

## **10. Plain Language; Accessibility Standards**

- 10.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MDH must provide all deliverables in “Plain Language”. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MDH will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 10.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MDH agrees to comply with the State of Minnesota’s Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MDH’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
  - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MDH will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
  - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.
- 11. Title VI/Non-discrimination Assurances.**
- 11.1. The MDH agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The MDH will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the MDH’s compliance with this provision. The MDH must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the MDH’s staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

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

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

**[Minnesota Department of Health]**

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

Title: Todd Goetze, Accounting Director

Date: 5.25.2021

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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



# Minnesota Department of Health

## Public Health Laboratory Division

### FY 2022 Price List

#### General Chemistry

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Alkalinity, Bicarbonate as $\text{CaCO}_3$ <sup>1</sup>	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity, Carbonate as $\text{CaCO}_3$ <sup>1</sup>	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity as $\text{CaCO}_3$	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	20
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	20
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	20
Bromide	EPA 300.1	Drinking Water Non-potable Water	20
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	20
Chlorophyll <i>a</i>	SM 10200 H-2011	Non-potable Water	45
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2011	Non-potable Water	70
Conductivity	SM 2510 B 22 <sup>nd</sup> ED SM 2510 B-2011	Drinking Water Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	100
Cyanide, Free	SM 4500-CN <sup>-</sup> F 22 <sup>nd</sup> ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 22 <sup>nd</sup> ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Fluoride	SM 4500-F <sup>-</sup> C 22 <sup>nd</sup> ED SM 4500-F <sup>-</sup> C-2011	Drinking Water Non-potable Water	20
Fluoride, Dissolved	SM 4500-F <sup>-</sup> C 22 <sup>nd</sup> ED SM 4500-F <sup>-</sup> C-2011	Drinking Water Non-potable Water	20

<sup>1</sup> Calculation. Requires Total Alkalinity & pH for analysis.

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	Drinking Water Non-potable Water	40
Total Kjeldahl Nitrogen, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	40
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite	EPA 353.2	Drinking Water Non-potable Water	19
Nitrate + Nitrite, Dissolved	EPA 353.2	Drinking Water Non-potable Water	19
Nitrite	SM 4500-NO <sub>2</sub> <sup>-</sup> B 22 <sup>nd</sup> ED SM 4500-NO <sub>2</sub> <sup>-</sup> B-2011	Drinking Water Non-potable Water	30
Nitrite, Dissolved	SM 4500-NO <sub>2</sub> <sup>-</sup> B 22 <sup>nd</sup> ED SM 4500-NO <sub>2</sub> <sup>-</sup> B-2011	Drinking Water Non-potable Water	30
Orthophosphate	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	25
Orthophosphate, Dissolved	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	25
Pheophytin <i>a</i>	SM 10200 H-2011	Non-potable Water	15
Phosphorus, Total	EPA 365.1	Drinking Water Non-potable Water	20
Phosphorus, Dissolved	EPA 365.1	Drinking Water Non-potable Water	20
Silica	SM 4500-SiO <sub>2</sub> C 22 <sup>nd</sup> ED SM 4500-SiO <sub>2</sub> C-2011	Drinking Water Non-potable Water	40
Silica, Dissolved	SM 4500-SiO <sub>2</sub> C 22 <sup>nd</sup> ED SM 4500-SiO <sub>2</sub> C-2011	Drinking Water Non-potable Water	40
Solids, Suspended (TSS)	SM 2540 D 22 <sup>nd</sup> ED SM 2540 D-2011	Drinking Water Non-potable Water	25
Solids, Suspended Volatile (TSVS) <sup>2</sup>	SM 2540 E 22 <sup>nd</sup> ED SM 2540 E-2011	Drinking Water Non-potable Water	40
Solids, Total Dissolved (TDS)	SM 2540 C 22 <sup>nd</sup> ED SM 2540 C-2011	Drinking Water Non-potable Water	40
Solids, Total (TS)	SM 2540 B 22 <sup>nd</sup> ED SM 2540 B-2011	Drinking Water Non-potable Water	30
Solids, Total Volatile (TVS) <sup>2</sup>	SM 2540 E 22 <sup>nd</sup> ED SM 2540 E-2011	Drinking Water Non-potable Water	50
Sulfate	EPA 300.1	Drinking Water Non-potable Water	20
Total Organic Carbon (TOC)	SM 5310 C 22 <sup>nd</sup> ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Turbidity	SM 2130 B 22 <sup>nd</sup> ED	Drinking Water	20

<sup>2</sup> Includes price of Total Suspended Solids or Total Solids analysis.

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
	SM 2130 B-2011	Non-potable Water	
UV Absorbance @ 254 nm	SM 5910 B 22 <sup>nd</sup> ED SM 5910 B-2013	Drinking Water Non-potable Water	35
UV Absorbance @ 440 nm	MDH	Drinking Water Non-potable Water	35
UV Absorption, specific <sup>3</sup>	Calculation	Drinking Water Non-potable Water	0

### Microbiology

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Coliform – MPN – QT	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	26
Coliform – PA	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	18
Coliform – PA (Surface Source Waters)	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	18
E. coli – MPN – QT	SM 9223 B-2004	Non-potable Water	26

---

<sup>3</sup> Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

**Metals**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY 22 Price (\$)</b>
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO <sub>3</sub>	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO <sub>3</sub> , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt, Dissolved	EPA 200.8	Drinking Water	16

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Hardness	SM 2340 B 22 <sup>nd</sup> ED SM 2340 B-2011	Drinking Water Non-potable Water	16
Hardness, Dissolved (6010B)	SM 2340B-2011	Non-potable Water	16
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	16
Iron, Low Level Dissolved	EPA 200.7	Drinking Water Non-potable Water	16
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO <sub>3</sub>	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO <sub>3</sub> , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Mercury	EPA 245.1	Drinking Water Non-potable Water	67

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Mercury, Dissolved	EPA 245.1	Drinking Water Non-potable Water	67
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	10
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16



Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

### Radiochemistry

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	80
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	75
Gamma	SM 7120 B 22 <sup>nd</sup> ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	130
Gamma	SM 7120 B-2011	Non-potable Water	130
Ni-63 Wipes	MDH	Wipe	45
Radium 226/228	EPA 903.0/904.0	Drinking Water	220
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85

**Organic Chemistry**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY 22 Price (\$)</b>
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
Carbamates in Water	EPA 531.2	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.3	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PFAS in Water	EPA 533	Drinking Water Non-potable Water	375
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	285
THMs in Water	EPA 524.3	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260D	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260D	Drinking Water Non-potable Water	95

**Biomonitoring and Emerging Contaminants**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY 22 Price (\$)</b>
Blood Metals	MDH	Biological Materials	TBD <sup>4</sup>
BTZs and BTHs in Water	MDH	Non-potable Water	TBD <sup>4</sup>
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Creatinine in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Cyanide in Whole Blood	MDH	Biological Materials	TBD <sup>4</sup>
Designer Drug Panel	MDH	Biological Materials	TBD <sup>4</sup>
Drugs in Water	MDH	Non-potable Water	TBD <sup>4</sup>
Environmental Phenols in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Fatty Acids in Plasma	MDH	Biological Materials	TBD <sup>4</sup>
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD <sup>4</sup>
HBCD	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Hydroxy PAHs in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Mercury in Bloodspots	MDH	Biological Materials	TBD <sup>4</sup>
Mercury in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Metals in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Multi Drug Panel	MDH	Biological Materials	TBD <sup>4</sup>
Non-Targeted Analysis	MDH	Non-potable Water	TBD <sup>4</sup>
Opioid Panel	MDH	Biological Materials	TBD <sup>4</sup>
Pesticides in Urine	MDH	Biological Materials	TBD <sup>4</sup>
PFAS in Plasma	MDH	Biological Materials	TBD <sup>4</sup>
PFAS in Serum	MDH	Biological Materials	TBD <sup>4</sup>
VOCs in Blood/Serum	MDH	Biological Materials	TBD <sup>4</sup>

**Additional Analyses for Prior Approval**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY 22 Price (\$)</b>
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD <sup>4</sup>
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	45
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD <sup>4</sup>
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Sand	Petrology of Sedimentary Rocks, 2 <sup>nd</sup> ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S <sup>2-</sup> E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S <sup>2-</sup> J-2000	Solid and Chem. Mat.	65
Total Organic Carbon (TOC)	MDH	Solid and Chem. Mat.	22
VOCs	EPA 8260D	Solid and Chem. Mat.	TBD <sup>4</sup>

---

<sup>4</sup> Contact lab for current price.

**Operations and Quality Control**

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Administrative Consult <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>5</sup>
Administrative Fee <sup>6</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies <sup>6</sup>
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>5</sup>
Sample Containers <sup>7</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 <sup>7</sup>
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract <sup>8</sup>	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies <sup>8</sup>

<sup>5</sup> This analysis is billed on a per hour basis.<sup>6</sup> This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.<sup>7</sup> Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.<sup>8</sup> This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: % (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1047106

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2022

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

SP Number: N/A TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$2,000.00			
2. Metro Tunnel Project Costs	\$2,743.00			
<b>Net Earning Totals:</b>	\$4,743.00			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
2195			
<b>Total**</b>			

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

Contractor: \_\_\_\_\_

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

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

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

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





## MAD Project Number: 2021-132

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation-Office of Project Management & Technical Support

MAD Contact: Kristina Krull

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$55,300.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation-Office of Project Management & Technical Support (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155  
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Kristina Krull

Requesting Agency: Mollie Zauner

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 395 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$55,300.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective May 5, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until November 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Tom Styrbicki. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Renda E Rappa</b> Digitally signed Title: by Renda E Rappa Date: 2021.05.03 10:57:14 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

---

# Proposal

MnDOT—Pre-Letting Improvements  
May 3, 2021

---

**Proposal prepared by:**

Kristina Krull  
651-259-3813  
[Kristina.krull@state.mn.us](mailto:Kristina.krull@state.mn.us)

Kris Van Amber  
651-259-3808  
[Kristin.van.amber@state.mn.us](mailto:Kristin.van.amber@state.mn.us)

## **Acting Enterprise Director**

Beth Bibus

### **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

### **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

### **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

The Minnesota Department of Transportation (MnDOT) is responsible for the development of project proposals for the construction of Minnesota's road system. These proposals are let by the department for bidding by private contractors.

In 2019, the Office of Project Management & Technical Support (OPMTS) initiated an improvement effort to identify business process improvement opportunities, build and strengthen relationships among MNDOT Central Office and District project delivery staff, and recommend a framework to address future challenges and opportunities.

Recommendations from that effort included a customer service approach and process improvements in the areas of:

- Plan quality and biddability
- The role and importance of negative float
- Streamlining electronic and paper resources
- Level of review for plans

The current pre-letting process focuses many contract development responsibilities on central office experts that have limited control to balance workloads and deal with quality or delivery issues. This has resulted in high stress and tension between groups, excessive overtime to get projects let on time, shorter ad periods, and shifted lettings. MnDOT asked Management Analysis and Development (MAD) to help them determine how to improve the plan turn in, advertising, and letting date processes.

# Products

MAD would provide process maps of the future state, a summary of newly defined roles and responsibilities, and other project summary documentation as needed, in addition to facilitation and other consultation as described in the activities table below.

# Activities, Timeline, and Project Costs

The overall timeline for the project would be May 5, 2021 (or when the interagency agreement is signed) through November 30, 2021. If the interagency agreement is not signed by May 5, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table on the following page outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.



Activities	Hours
<b>Collect and organize information.</b> (May-July) <ul style="list-style-type: none"> <li>Schedule, conduct, and document up to 20 interviews with MnDOT staff.</li> <li>Research, collect, and review relevant documents, including statute and MnDOT policies.</li> <li>Synthesize and organize information for the next phase.</li> <li>Meet with steering team periodically to review and adjust data collection work.</li> </ul>	130
<b>MnDOT leaders plan changes to the process to improve the process.</b> (July-August) Plan, facilitate, and document: <ul style="list-style-type: none"> <li>One two-hour meeting to review the plan and develop next steps.</li> <li>One two-hour project team kick-off meeting to review project and design meeting agendas.</li> <li>Four six-hour, sequenced meetings to design the future state process and work through which changes need to be made, and how they should be made.</li> </ul>	160
<b>MnDOT and MAD finalize documentation and implementation recommendations, and plan next steps.</b> (September-October)	45
Subtotal	335
Project management, including client communication (18%)	60
<b>Total hours</b>	<b>395</b>
<b>Total costs (total hours times \$140)</b>	<b>\$55,300</b>

## Clients and Consultants

The primary client contact would be Tom Styrbicki, Project Management and Technical Support Office Director. The MAD project lead would be Kristina Krull; Kris Van Amber would also provide services to the client.

## Client Responsibilities

The client would provide background materials, provide names and contact information for interview participants and research contacts, and schedule meetings and assist with meeting logistics if needed. The client would communicate with staff and other stakeholder participants about project activities and goals and would encourage participation. Project timing may be dependent on client staff availability.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-132**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation- Office of Project Management & Technical Support**, has an interagency agreement identified as **2021-132 (SWIFT 193429, PO 3-587442)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective May 5, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~November 30, 2021~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

## **AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-132**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation- Office of Project Management & Technical Support**, has an interagency agreement identified as **2021-132 (SWIFT 193429, PO 3-587442)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective May 5, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2021~~ September 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By: Title: Date:	By: Title: Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By: Title: Date:	By: Title: Date:

**AMENDMENT #3 to INTERAGENCY AGREEMENT  
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT  
NUMBER 2021-132**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation- Office of Project Management & Technical Support**, has an interagency agreement identified as **2021-132 (SWIFT 193429, PO 3-587442)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) 5 of the agreement shall be amended to read:

**5. Effective Dates:**

This agreement is effective May 5, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~September 30, 2022~~ March 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

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

**Federal Project Number:** N/A

**State Project Number (SP):** 2785-433

**Trunk Highway Number (TH):** 494

**Project Identification:** I-494 Minnesota River Mussel Survey

This contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR").

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on January 31, 2022, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 1150.
- 2.2. DNR will perform the duties and provide the deliverables described in Exhibit A.

**3. Consideration and Payment**

- 3.1. DNR will be paid as follows: a Lump Sum amount of \$20,000.00 upon completion and MnDOT's acceptance of all services.
- 3.2. DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DNR under this contract will be \$20,000.00.

**4. Conditions of Payment**

- 4.1. All services provided by DNR under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3. DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:
  - Name/Title: Nicole Peszynski/Contract Administrator
  - Address: Minnesota Department of Transportation



Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
E-Mail: nicole.peszynski@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Ryan Foley/Fish and Wildlife Specialist  
Address: Minnesota Department of Transportation  
Environmental Stewardship Section, Mail Stop 620  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
Telephone: 651-366-3597  
E-Mail: ryan.foley@state.mn.us

5.3. DNR Authorized Representative will be:

Name/Title: Bernard Sietman/Research Scientist-Malacologist  
Address: Minnesota Department of Natural Resources  
DNR Lake City Office  
2109 Lakeshore Drive South  
Lake City, Minnesota 55041  
Telephone: 651-314-6305  
E-Mail: Bernard.sietman@state.mn.us

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

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

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

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

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

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

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

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

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**DEPARTMENT OF NATURAL RESOURCES**

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

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

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

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

## **Mussel Survey Scope of Work**

### **Project Overview**

During the project development process for MnDOT State Project 2785-433 the DNR and U.S Fish and Wildlife Service indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #9217E and #9217W and, as a result, required that a mussel survey be completed to accurately assess the project's potential impacts.

The mussel survey will consist of up to two phases, both of which will be performed by DNR biologists. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area in which the mussel survey is to be performed. The Project Manager will approve of any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

### **Task**

Level I Mussel Survey - The first phase of the survey will be to estimate mussel abundance as catch per unit effort and characterize species composition, specifically to identify any protected species present. The protocol to be followed is provided below.

Level II Mussel Survey - If more than one mussel/minute or a listed species is collected and the DNR Endangered Species Coordinator recommends the need for further investigation, a Level II Mussel Survey will be authorized.

### **Project Schedule**

Mussel surveys and related activities will only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

*The project work is scheduled to begin upon execution of the contract and deliverables will be due by December 1, 2021, unless otherwise approved by the MnDOT Project Manager.*

### **Reporting**

MnDOT will require a written survey findings report to be submitted following survey completion. Report components are listed in the Methods/Tasks Section below. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

## **LEVEL I MUSSEL SURVEY TO ESTIMATE MUSSEL ABUNDANCE AND CHARACTERIZE SPECIES COMPOSITION**

### **Methods**

- The DNR will be responsible for the acquisition of the appropriate state/federal permits.
- The DNR will be responsible for the acquisition of all necessary equipment.

#### **A. Level I Survey area:**

1. The main channel of the Minnesota River and the side channel separating the main channel and Gun Club Lake.

2. Survey extents will include the bridge footprint as well as 300 ft. upstream and downstream of the bridge driplines (total survey length of approximately 750 ft.).

B. Level I Survey methods:

1. Conduct qualitative surveys at a frequency of at least one per every 20,000 square feet of project impact zone. Distribute surveys across the impact area, concentrating on areas with suitable mussel habitat, especially shorelines and drop-offs. Without compromising the safety of the surveyor, Level I Surveys should leave no more than 100 feet between the edges of any two adjacent survey areas or between the edge of a survey area and the edge of the project impact zone. If more than one mussel/minute or a listed species is collected, a Level II Survey will be required.

2. Each qualitative survey will be of 20 minutes in duration. Searches will be conducted by feel, wading in shallow water and using self-contained underwater breathing apparatus (SCUBA) in deeper water, methodically covering the survey area. All mussels found will be identified to species with one example of each species found within a survey photographed. All mussels handled will be returned to the substrate. Specimens of live endangered or threatened mussels must be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Where the substrate is very compacted cobble, a hole just large enough to receive the animal to a depth of  $\frac{3}{4}$  of its length should be excavated and the mussel placed into it with the posterior end (siphons) up. Other species will be returned to the substrate from the water surface.

3. The Level I survey will include a shoreline search for evidence of mussel presence as indicated by recently dead shells.

4. If a federally listed mussel species is encountered during a Level One Survey, the surveyor will contact Ryan Foley, MnDOT Fish and Wildlife Specialist, [Ryan.Foley@state.mn.us](mailto:Ryan.Foley@state.mn.us).

C. Level I Survey report will include, at a minimum:

1. Detailed description of methods used
2. Map or aerial photo clearly identifying the location of each survey area
3. Composition of substrate, depth, and other physical conditions within each survey area
4. List of live and dead mussel species found within each survey area
5. Total number of mussels encountered per minute within each survey area
6. One photograph of an example of each species found during the survey
7. One photograph of each specimen of any federally listed species found during the survey
8. Species and number of any recently dead shells found during shoreline search
9. Cumulative species curve that demonstrates the probability that all species present in the survey area were collected during the survey

Deliverables

DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

**LEVEL II MUSSEL SURVEY PROTOCOL TO ESTIMATE THE NUMBER OF EACH SPECIES OF MUSSEL PRESENT**

**IF IT IS DETERMINED THAT A LEVEL II MUSSEL SURVEY IS REQUIRED, THE METHODS AND TASKS IDENTIFIED BELOW WILL BE FOLLOWED, THE CONTRACT WILL BE AMENDED, AND THE COMPENSATION WILL BE ADJUSTED ACCORDINGLY**

**Methods**

- The DNR will be responsible for the acquisition of the appropriate state/federal permits.
- The DNR will be responsible for the acquisition of all necessary equipment.

**A. Level II Survey area**

1. Within portion of Level I survey area where mussels were collected at a rate of at least one individual per minute or where state or federal listed species were encountered

**B. Level II Survey methods:**

1. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the project impact zone in which the Level One Survey encountered mussels at a rate of at least one mussel per minute or where state or federal listed species were encountered. At each grid intersect, a  $\frac{1}{4}$  m<sup>2</sup> total substrate quadrat sample will be collected from within a quadrat equipped with a  $\frac{1}{4}$  inch mesh bag.
2. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the Universal Transverse Mercator (UTM) coordinates will be recorded for each quadrat. All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the project impact zone. At least one photograph will be taken of each state listed species found within a quadrat.
3. The total number of quadrats sampled will be determined in consultation with DNR personnel based on the spatial scale of the site and information generated by the Level I survey.
4. If a federally listed mussel species is encountered during a Level II survey, the surveyor will contact Ryan Foley, MnDOT Fish and Wildlife Specialist, [Ryan.Foley@state.mn.us](mailto:Ryan.Foley@state.mn.us).

**C. Level II Survey report will include, at a minimum:**

1. Detailed description of methods used
2. Map or aerial photo clearly identifying the placement of the survey grid(s) and location of each quadrat
3. Composition of substrate, depth, and other physical conditions within each quadrat
4. Number of specimens of live and dead mussel of each species found within each quadrat
5. One photograph of each state listed species found within a quadrat
6. Length and age frequencies for each species present, summarized across all quadrats

**Deliverables**

The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

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



**INVOICE NO.** \_\_\_\_\_  
Estimated Completion: \_\_\_\_%  
Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1047132  
Contract Expiration Date: January 31, 2022  
SP Number: 2785-433 TH Number: 494

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount	\$20,000.00			
<b>Net Earning Totals:</b>	\$20,000.00			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1150			
<b>Total**</b>			

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

Contractor: \_\_\_\_\_

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

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

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

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

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *May 5, 2021* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$155.00 to \$165.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Deb Allen or her/his successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is Kristin Batson or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**6 Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

**1. STATE ENCUMBERANCE VERIFICATION**

*Individual certifies that funds have been encumbered  
as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: **Nicole** Digitally signed by  
**Peszynski** Nicole Peszynski  
Date: 2021.05.12  
09:17:09 -05'00'

P.O./SWIFT #: 3000588421/193722

**3. DEPARTMENT OF TRANSPORTATION**

Signed: **Melissa** Digitally signed by  
**Brand** Melissa Brand  
Date: 2021.05.12  
09:20:53 -05'00'  
(with delegated authority)

Title: Section Director, Consultant Services

Date:

**2. MINNESOTA MANAGEMENT AND BUDGET**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: Chief Financial Officer

Date: 05-12-2021

**4. MnDOT CONTRACT MANAGEMENT**

By/Date: **Kyle** Digitally signed  
**Fisher** by Kyle Fisher  
Date: 2021.05.12  
09:56:22 -05'00'



## MAD Project Number: 2021-130

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation-Research and Innovation Office MAD Contact: Karen Gaides

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$56,140.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation - Research and Innovation Office (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Karen Gaides

Requesting Agency: Katie Walker

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 401 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$56,140.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective May 7, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until February 28, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Tim Henkel. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Renda E Rappa</b> Digitally signed by Renda E Rappa Title: Date: 2021.04.30 11:31:46 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



---

# Proposal

Minnesota Department of Transportation —  
Research and Innovation Office Organizational Assessment  
April 26, 2021

---

**Proposal prepared by:**

Karen Gaides

[Karen.gaides@state.mn.us](mailto:Karen.gaides@state.mn.us)

## **Acting Enterprise Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

The Research and Innovation Office at the Minnesota Department of Transportation (MnDOT) is in a period of change and transformation. The office has relatively new director who has been with the office 1.5 years, the group was elevated from a section to an office at MnDOT and will be adding an innovation program to what the office already does. The office currently has a staffing shortage with 7-8 open positions and a hiring freeze. There are some opportunities with organizational restructuring on the team of 25. For example, the director herself has 7-8 direct reports. The director has become aware of uneven workload on the team with some people having too little to do and others working overtime. The director would also like to see a culture on the team that is more cooperative, less hierarchical with more flexibility and cross-training. There also is a need to do more comprehensive, consistent work planning.

## Products

MAD would perform an organizational assessment which would help inform a new organizational structure. MAD would also facilitate the creation and documentation of a 1-2-year work plan and a business plan. MAD would also provide options for addressing cultural issues and other priority areas as a result of the organizational assessment findings.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be May 7, 2021 (or when the interagency agreement is signed) through February 28, 2022. If the interagency agreement is not signed by May 7, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget. The goal would be for the organizational structure recommendations to be completed by sometime in June and the work plan and business plan would be completed with a fall/early winter timeframe.

Activities	Hours
Project planning: Meet with client to discuss logistics regarding scheduling interviews and finalize MAD's draft interview questions. Plan the high-level approach and timing for the work plan and business plan development.	15
Conduct and capture notes from one-hour interviews with each member (25) of the Research and Innovation Office team.	75
Prepare a summary of interviews and provide recommendations to include role clarity, communication loops, workload division and potential organization redesign elements.	30

Activities	Hours
Work with client to prioritize recommendations, identify supports needed, and determine how to feed information into work plan and business plan to drive desired changes.	10
Work with the client to explore possibilities for changes to organizational structure. Develop recommendations for changes to organizational structure.	20
Facilitate the creation and documentation of a 1-2-year work plan for the section utilizing a strategic planning approach and other group process approaches. Ensure that the work plan is aligned with the business plan. Assist with finalizing the business plan and with developing approaches to implement the business plan. MAD would work with the client to plan this phase of the work and define deliverables. The time estimate assumes at least two half day all-staff sessions.	140
Optional organizational development activities to be determined in consultation with the client based on the prepared plans including assist with addressing cultural issues and other priority areas.	50
Subtotal	340
Project management, including client communication (18%)	61
<b>Total hours</b>	<b>401</b>
<b>Total costs (401 total hours times \$140)</b>	<b>\$56,140</b>

## Clients and Consultants

The primary client contact would be Katie Walker. The MAD project lead would be Karen Gaides; other MAD consultants would also provide services to the client.

## Client Responsibilities

The client would ensure access to the staff for scheduling interviews and participating in working sessions. The client would work in partnership with MAD in all aspects of the project.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the

costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-130**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation- Research and Innovation Office**, has an interagency agreement identified as **2021-130 (SWIFT 194075, PO 3-589440)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective May 7, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~February 28, 2022~~ December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:





MnDOT Contract Number: 1047278

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

**Federal Project Number:** TA 8822(031)

**Project Identification:** Cultural Resource Management (CRM) application upgrade, hosting, and maintenance for fiscal years 2022 and 2023

This contract is between the Minnesota Department of Transportation ("MnDOT"), Minnesota Department of Administration ("ADMIN"), Minnesota Indian Affairs Council ("MIAC"), and **Minnesota Geospatial Information Office ("MnGeo")**.

**Recitals**

1. This contract is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

**Contract**

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 1071.
- 2.2. MnGeo will perform the tasks and provide deliverables described in Exhibit A.

**3. Consideration and Payment**

- 3.1. MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2. MnDOT will pay 80 percent of the project costs (up to \$247,117.33), ADMIN will pay 17.5 percent of the project costs (up to \$54,056.91), and MIAC will pay 2.5 percent of the project costs (up to \$7,722.42). The total obligation for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$308,896.66**.

**4. Conditions of Payment**

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnGeo will follow Minnesota Information Technology Services' (MNIT) practice of submitting monthly charges via MNIT computing services bill.
- 4.3. MnGeo will invoice MnDOT, ADMIN, and MIAC directly. Invoices will detail the total cost of the project, and also identify the 80% MnDOT, 17.5% ADMIN, and 2.5% MIAC amount due.
- 4.4. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.

**5. Authorized Representatives**

5.1. MnDOT's Authorized Representative (or their successor or delegate) will be:

Name/Title: Dennis Wong  
Address: Minnesota Department of Transportation  
395 John Ireland Blvd., MS 680  
Saint Paul, MN 55155  
Telephone: 651-366-4604  
E-Mail: Dennis.Wong@state.mn.us

5.2. MnDOT's Project Manager (or their successor or delegate) will be:

Name/Title: Jacob Foss/Archaeologist  
Address: Minnesota Department of Transportation  
395 John Ireland Blvd., MS 620  
Saint Paul, MN 55155  
Telephone: 651-366-3616  
E-Mail: Jacob.Foss@state.mn.us

5.3. MnGeo's Authorized Representative (or their successor or delegate) will be:

Name/Title: Dan Ross/Chief Geospatial Information Officer  
Address: Minnesota Geospatial Information Office  
658 Cedar Street, Room 300  
Saint Paul, MN 55155  
Telephone: 651-757-2550  
E-Mail: Dan.Ross@state.mn.us

5.4. ADMIN's Authorized Representative (or their successor or delegate) will be:

Name/Title: Stacie Christensen/Assistant Commissioner and General Counsel  
Address: Minnesota Department of Administration  
200 Administration Building  
50 Sherburne Ave.  
Saint Paul, MN 55155  
Telephone: 651-201-2500  
E-Mail: Stacie.Christensen@state.mn.us

5.5. MIAC's Authorized Representative (or their successor or delegate) will be:

Name/Title: Shannon Geshick/Executive Director  
Address: Minnesota Indian Affairs Council  
161 St. Anthony Ave., Ste 919  
Saint Paul, MN 55103  
Telephone: 651-249-0160  
E-Mail: Shannon.Geshick@state.mn.us

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

## **9. Plain Language; Accessibility Standards**

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
  - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
  - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

## **10. Contractor Payment Form Requirement**

- 10.1. If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

## **11. Telecommunications Certification**

- 11.1. By signing this contract, the MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The MnGeo will include this certification as a flow down clause in any contract related to this contract.

## **12. Title VI/Non-discrimination Assurances.**

- 12.1. The MnGeo agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The MnGeo will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the MnGeo's compliance with this provision. The MnGeo must

cooperate with State throughout the review process by supplying all requested information and documentation to State, making the MnGeo's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

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

MnDOT Contract Number: 1047278

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

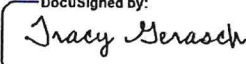
**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

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

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

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

**MNIT**

Signed:  DocuSigned by:  
58BF08075AF6441... \_\_\_\_\_

Title: Procurement Director


Date: 7/14/2021

**MnDOT CONTRACT MANAGEMENT**

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

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

**ADMIN**

Signed:  Digitally signed by Stacie Christensen  
Date: 2021.07.19 12:20:08 -05'00' \_\_\_\_\_

Title: Assistant Commissioner and General Counsel

Date: 7/19/2021

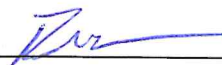
**MIAC**

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

Title: Executive Director

Date: 8/4/2021

**MIAC**

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

Title: Chairman

Date: 8/4/21

**Exhibit A: Specifications, Duties, and Scope of Work****BACKGROUND**

The main purpose of this contract is to provide support of the Cultural Resource Warehouse (Cultural Resources Information System (CRIS), Minnesota Office of the State Archaeologist (OSA), MIAC), data, update processes and infrastructure maintenance and support for Fiscal Year (FY) 2022 and 2023.

**EXPECTATIONS & PARAMETERS**

The Total Obligation of the contract shall not be exceeded without prior notification and written approval in the form amendment(s) signed by all parties.

- A. In some instances, it may be necessary for staff from the Clients' team and MnGeo to revise the list of deliverables, staff and timelines as work proceeds.
- B. All rates are subject to annual and/or periodic rate adjustments as jointly approved by the State's Chief Information Officer and the Commissioner of Minnesota Management and Budget as part of the rate change process.
- C. Hours may be shifted between tasks as necessary after discussion with the Clients' primary contact. MnGeo staff assigned to complete a task will reflect the complexity of the task and availability of appropriate staff.

**SCOPE**

The MnGeo will perform the following tasks:

**Fiscal Year: 2022****1.0 Support of Cultural Resource Warehouse; Data; Extract, Transform, Load (ETL) Processes**

- 1.1 Ongoing updates of operational datasets and Extract, Transfer, Load (ETL) automation processes.
- 1.2 Changes to layers from IT Services at MnDOT Web Hosting Service (WHS)/Spatial Data Warehouse (SDW)/Transactional Geodatabase in Production (TGP).
- 1.3 Other - TGP, Geospatial Data Resource Site (GDRS), affiliated layers (Foundational Datasets, Hydrology, Admin Boundaries, etc.).
- 1.4 Manual update of parcels.
- 1.5 Support for resolving issues accessing Online Analytical Processing (OLAP) data (analysis layers from CR\_WHS), ArcGIS (AGS) rendering and export through services).

**2.0 Application Framework and Security Planning**

- 2.1 Assessment of technology changes such as migration to the Amazon Web Services (AWS) Cloud, containerization or other processes.
- 2.2 Migrate OSA AGS server services from 10.5.1 AGS to the 10.8.x AGS CRIS .NET Core, Angular, PostgreSQL updates.
- 2.3 Upgrade of Application Development Framework to Standard Version .NET Core, Angular, NPGSQL.

**3.0 Application Support - Break Fix, Data Management**

- 3.1. Data Processing Issues not included in warehouse maintenance and unplanned application issues.

**4.0 System Upgrades - Upgrade Operating System (OS), PostGIS, AGS Server, Application migration (if needed)**

- 4.1. Discovery: Identify tasks and cost to update application to align with MIAC and OSA, .NET Core, Angular, etc.
- 4.2. Identify tasks and cost to update application to align with MIAC and OSA, .NET Core, Angular, etc.
- 4.3. Quality assure (QA) all applications and services.
- 4.4. Upgrade Non-Production
  - A. Procure development environment (side by side upgrade on-premise migration to software-defined data center (SDDC)).
  - B. Configure server to server communication.
  - C. Configure ingress access.



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

- D. Install and configure of database platform PostgreSQL/PostGIS.
- E. Install and configure AGS Server.
- F. Migrate Data, Transactional Business Data and Cultural Resource Warehouse.
- G. Migrate ETL automation scripts.
- H. Migrate services.
- I. Migrate application source code.
- J. Facilitate User Acceptance Testing (UAT).
- K. Correct application issues.

**5.0 Project Administration and Project Management**

- 5.1. General project management services including status reports, meetings with clients, tasks and deliverables definitions and creation, and project communication.
- 5.2. Business analysis - Detailed requirements gathering.
- 5.3. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.

**6.0 System Maintenance and Infrastructure**

- 6.1. Infrastructure – Provide server resources for the system. This includes 6 dedicated servers from estimated May 2020 allocations plus an additional 6 servers to overlap for duplicate development environment for upgrade(s) for 6 months.
- 6.2. System administration - Includes patching, back-up process management, etc.

**Fiscal Year: 2023****1.0 Support of Cultural Resource Warehouse; Data; Extract, Transform, Load (ETL) Processes**

- 1.1 Ongoing updates of operational datasets and Extract, Transfer, Load (ETL) automation processes.
- 1.2 Changes to layers from IT Services at MnDOT WHS/SDW/TGP.
- 1.3 Other – TGP, GDRS, affiliated layers (Foundational Datasets, Hydrology, Admin Boundaries, etc.).
- 1.4 Manual update of parcels.
- 1.5 Support for resolving issues accessing OLAP data (analysis layers from CR\_WHS), AGS rendering and export through services).

**2.0 Planning**

- 2.1 Architectural Planning, Systems Audits, and Estimation.

**3.0 Application Support - Break Fix, Data Management**

- 3.1. Database and ETL Data Processing Issues not included in warehouse maintenance.

**4.0 Project Administration and Project Management**

- 4.1. General project management services including status reports, meetings with clients, tasks and deliverables definitions and creation, and project communication.
- 4.2. Business analysis - Detailed requirements gathering.
- 4.3. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.

**5.0 System Maintenance and Infrastructure**

- 5.1. Infrastructure - Provide server resources for the system. This includes 6 dedicated servers from estimated May 2020 allocations.
- 5.2. System administration - Includes patching, back-up process management, etc.

**Exhibit A: Specifications, Duties, and Scope of Work****ASSISTANCE**

Under the terms of this agreement, MnDOT, OSA, MIAC (Clients) will:

1. Meet as needed with MnGeo staff to review the services being deployed, and other related topics as requested by Clients.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through Clients' primary contact for this contract, provide MnGeo with timely notification of any problems related to the service functions.
4. Test updates of services during defined test window, provide feedback as necessary, and provide a "stop deployment" message by a mutually defined date if appropriate.
5. Coordinate communications between MnGeo and interested parties within Clients' staff, including project management, requirements gathering, change management, and scheduling.

**SERVICE LEVEL OBJECTIVES****1.0 Availability**

- 1.1 Unanticipated interruptions in services will be communicated as soon as possible after discovery.

**2.0 Incident Response Time**

- 2.1. Incident notifications and service requests related to unavailability of the Clients' services will be acknowledged within 4 business hours of the notification if reported through standard incident notification channels Monday – Friday, 8:00 AM - 4:30 PM. Should they become unavailable outside of that time they will be responded to in the next business day.
- 2.2. Within normal business hours, MnGeo will acknowledge website operational problems within 4 hours identified by the Clients and reported to MnGeo through the Clients' primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by the Client's staff and reported to MnGeo through the Clients' primary contact. MnGeo staff will keep the Clients' primary contact apprised of needed repairs and anticipated timelines to complete repairs.
- 2.3. Business Hours: 8:00 AM – 4:30 PM, Monday – Friday except for holidays. Extraordinary situations involving activation of a Continuity of Operations Planning (COOP) plan or disaster recovery plan may impact MnGeo ability to meet the incident response times. MnGeo will notify all customers in these situations.

**3.0 Environments**

- 3.1. The infrastructure used to support the Clients' service will consist of multi-tenant deployment of cloud infrastructure designed to support the Clients' application and database. The current architecture will isolate the system and dependencies to avoid impacting service availability or performance. The Clients' application will be deployed to distinct production and non-production staging environments in accordance with Minnesota IT Services (MNIT) Data Management Standards. Non-production staging will be used to test all changes to the operating systems or application layer configurations. Clients' application stewards will be required to perform acceptance testing on changes made within the non-product staging environment and must communicate acceptance before changes can be promoted to the production environment.

**4.0 Change Management**

- 4.1. System changes initiated by either party will require planning and testing in a non-production environment. Clients' application stewards will be required to receive notifications regarding planned changes and perform acceptance testing prior to the production release.
- 4.2. When upgrades are instituted, MnGeo will review the platform to ensure all core components are operational. Clients will provide detailed testing of applications and services, using their discretion to

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

determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.

**5.0 Maintenance Windows**

- 5.1. MnGeo performs planned maintenance on Clients' infrastructure during the following maintenance windows unless otherwise agreed upon by all parties:
  - A. Non-production: Second Monday of each month 5:30 PM – (next business day) Tuesday, 8:00 AM.
  - B. Production: Second Wednesday of each month 5:30 PM – (next business day) Thursday, 8:00 AM.
- 5.2. Occasionally planned maintenance may require an interruption in service, however, if an interruption in service is expected during these times, advanced notification will be provided to Client's and business contacts. MnGeo will provide Clients with a minimum of one-hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting. This includes maintenance windows to accommodate patching.
- 5.3. MnGeo staff will provide the Clients with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system/software changes. In each case, MnGeo will apprise the Clients of potential problems associated with these changes. MnGeo will follow IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.
- 5.4. If additional resources are required for the shared environment specifically because of the Clients' deployments or at a request for additional resources by the Clients' primary contact, the Clients' infrastructure costs will be increased accordingly.

**6.0 System Monitoring**

- 6.1. The Clients' hosting systems managed by MnGeo will be monitored for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MNIT Managed hosting. Alerts will be configured to notify MnGeo staff of performance issues. Issues and resolution will be communicated to the Clients' application stewards.

**7.0 Application Deployments and Data Source Updates**

- 7.1. Changes to the Clients' application requiring code deployments or updates to the data that require elevated permissions to the servers or database management system will be performed by MnGeo upon request.
- 7.2. The frequency of deployments or data updates is dependent on project budget and MnGeo availability and require at least a 2-week notice to begin the process with changes being carried out during designated maintenance windows.

**8.0 GIS System Audits and Updates**

- 8.1. All systems used to support the Clients' application must be assessed for currency of software yearly as part of the contract scope. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems. All systems must be running an acceptable version of software according to the MnGeo Standard Operating Environment or must be updated within the billing period.
- 8.2. Updates may require customer involvement to facilitate application testing and acceptance to verify required updates do not result in breaking changes.
- 8.3. In addition to MINT Managed Hosting OS updates, yearly updates to the system will be performed by MnGeo staff under the agreement to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment. AGS Server and other required software installed on the OS will be audited yearly and updated to be no more than 1 major version release behind the current stable version. Exceptions will be documented and communicated to the customer for prioritization in future agreements.

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

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

**Exhibit B: Budget Details**

FISCAL YEAR (FY) 2022							
Direct Labor Costs							
Task	GIS - Basic (Product Code: 8PSMG1)		GIS - Intermediate (Product Code: 8PSMG2)		GIS - Advanced (Product Code: 8PSMG3)		Total
Task 1:							
Support of Cultural Resource Warehouse; Data; Extract, Transform, Load (ETL) Processes	0		52		140		192
Task 2:							
Application Framework and Security Planning	10		140		200		350
Task 3:							
Application Support - Break Fix, Data Management	0		40		65		105
Task 4:							
System Upgrades - Upgrade Operating System (OS), PostGIS, AGS Server, Application migration (if needed)	0		350		500		850
Task 5:							
Project Administration and Project Management	0		0		312		312
Task 6:							
System Maintenance and Infrastructure	0		0		150		150
Total Hours	10		582		1367		1959
Hourly Rate	\$	69.56	\$	89.58	\$	101.44	
Total Direct Labor Costs:	\$	695.60	\$	52,135.56	\$	138,668.48	\$ 191,499.64
Direct Expenses (must provide documentation)							
Description	Units		Rate		Months		
Dedicated System (Product Code: 8MGEO5)	6	\$	333.33		12	\$	23,999.76
Dedicated System (Product Code: 8MGEO5) - Overlap for duplicate development environment for upgrade.	6	\$	333.33		6	\$	11,999.88
Total Direct Expenses						\$	35,999.64
Total Amount (FY 2022)						\$	227,499.28

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**Exhibit B: Budget Details**

FISCAL YEAR (FY) 2023					
<u>Direct Labor Costs</u>	GIS - Basic	GIS - Intermediate (Product	GIS - Advanced		
Task	(Product Code: 8PSMG1)	Code: 8PSMG2)	(Product Code: 8PSMG3)		Total
<b>Task 1:</b>					
Support of Cultural Resource Warehouse; Data; Extract, Transform, Load (ETL) Processes	0	52	138		190
<b>Task 2:</b>					
Planning	0	0	42		42
<b>Task 3:</b>					
Application Support - Break Fix, Data Management	0	35	58		93
<b>Task 4:</b>					
Project Administration and Project Management	0	0	101		101
<b>Task 5:</b>					
System Maintenance and Infrastructure	0	0	150		150
<b>Total Hours</b>	0	87	489		576
<b>Hourly Rate</b>	\$ 69.56	\$ 89.58	\$ 101.44		
<b>Total Direct Labor Costs:</b>	\$ -	\$ 7,793.46	\$ 49,604.16	\$	57,397.62
<b>Direct Expenses (must provide documentation)</b>					
<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Months</b>		
Dedicated System (Product Code: 8MGEO5)	6 \$	333.33	12 \$		23,999.76
<b>Total Direct Expenses</b>			\$		23,999.76
<b>Total Amount (FY 2023)</b>			\$		81,397.38
<b>TOTAL CONTRACT AMOUNT</b>				\$	308,896.66

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



**Exhibit C: Contractor Payment Form**

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

**Submittal Instructions:** Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

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

(This form may be submitted in an alternate format)

**Contractor Payment Form Instructions:**

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

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

**AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1047588**

Contract Start Date: July 8, 2021	Original Contract Amount:	\$ 465,000.00
Original Contract Expiration Date: June 30, 2023	Previous Amendment(s) Total:	N/A
Current Contract Expiration Date: June 30, 2023	Current Amendment Amount:	\$ 200,000.00
New Contract Expiration Date: N/A	Total Amended Contract Amount:	\$ 665,000.00

**Federal Project Number:** RDF 8822(033)**State Project Number (SP):** 880C-RDF-22/23**Trunk Highway Number (TH):** 999**Project Identification:** Red Dye Fuel Monitoring Program

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS").

**RECITALS**

1. MnDOT has a contract with DPS identified as MnDOT Contract Number 1047588 ("Original Contract"). MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on public roadways throughout the state.
2. The contract is being amended due to additional funding being made available from a Highway Tax Evasion fund.
3. MnDOT and DPS are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticle 1.3 is amended as follows:**

- 1.3. Exhibits: Exhibits ~~A through D~~ **A-1, B-1, C-1, and D** are attached and incorporated into this contract.

**REVISION 2. Subarticle 2.3 is amended as follows:**

2.3. Scope of Work: DPS will inspect and take diesel fuel samples from vehicles being operated on public roadways throughout the state. Approximately ~~70%~~ **55%** of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; ~~15%~~ **20%** of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining ~~15%~~ **25%** will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red- dyed fuel enforcement activities. DPS will acquire approximately ~~10,000~~ **15,000** fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.

**REVISION 3. Subarticle 2.5. is amended as follows:**

- 2.5. Scope of Work: See Exhibit ~~A~~ **A-1** for additional information.

**REVISION 4. Subarticles 3.1-3.3. are amended as follows:**

3.1. DPS will be reimbursed at an amount not to exceed ~~\$465,000.00~~ **\$665,000.00**, according to the breakdown of costs described in Exhibit ~~B-B-1~~. DPS may request from MnDOT's Authorized Representative an adjustment in breakdown of costs if it does not change the total amount of the agreement.

3.2. DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit ~~C-C-1~~.

3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this contract will not exceed ~~\$465,000.00~~ **\$665,000.00.**

**REVISION 5. Subarticle 13 is being added as follows:**

13. Additional Provisions

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

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**DPS**

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

Signed: Cassandra O'Hern

Title: Deputy Commissioner

Date: 9/16/2021

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

## **1. WHAT IS RED-DYED FUEL?**

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require "visible evidence of the presence of red dye" to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second



derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

## **2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?**

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:

*Excerpted from Minnesota Statutes 296A.22*

### ***Subdivision 4: Unlawful Use of Dyed Fuel***

- (a) If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

### **3. HOW CAN RDF USAGE BE DETECTED?**

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

### **4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?**

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.

## **5. PLAN OF ACTION**

During State Fiscal Years (SFY) 2022 and 2023, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 55% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 20% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 25% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 15,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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

Description	1st Year	2nd Year	Total Cost
Regular & Overtime Salaries	\$217,200.00	\$217,200.00	\$434,400.00
Fringe Costs	\$86,800.00	\$86,800.00	\$173,600.00
In-State & Out-State Travel Costs	\$0	\$0	\$0
Vehicle with Equipment	\$0	\$0	\$0
Supply/Material Costs	\$0	\$0	\$0
Indirect Costs	\$28,500.00	\$28,500.00	\$57,000.00
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$665,000.00</b>

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1047588

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2023

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

SP Number: 880C-RDF-22/23 TH Number: 999

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Regular & Overtime Salaries	\$434,400.00			
2. Fringe Costs	\$173,600.00			
3. Indirect Costs	\$57,000.00			
<b>Net Earning Totals:</b>	<b>\$665,000.00</b>			
<b>Total Amount due this invoice:</b>				<b>\$</b>

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total**</b>			

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

Contractor: \_\_\_\_\_

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

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

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

\*If you are unable to



## MAD Project Number: 2021-139 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation-Office of Transit and Active Transportation (OTAT)

MAD Contact: Abra Pollock

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$26,460.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation-Office of Transit and Active Transportation (OTAT) (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).



**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Abra Pollock

Requesting Agency: Victoria Nill

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 189 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$26,460.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective June 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Melissa Brand. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Renda E Rappa</b> Title: Date: Digitally signed by Renda E Rappa Date: 2021.05.21 15:27:32 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

---

# Proposal

Minnesota Department of Transportation—OTAT-MPTA  
Workgroup Facilitation  
May 13, 2021

---

**Proposal prepared by:**

Abra Pollock  
(651) 259-3814

[Abra.Pollock@state.mn.us](mailto:Abra.Pollock@state.mn.us)

## **Acting Enterprise Director**

Beth Bibus

### **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

### **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

### **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

Minnesota Statutes §174.247 states that the Minnesota Department of Transportation (MnDOT) must deliver an annual transit report to the legislature that contains “an analysis of public transit system needs and operating expenditures on an annual basis,” including “a methodology for identifying monetary needs.”<sup>1</sup> MnDOT’s Office of Transit and Active Transportation (OTAT) takes the lead on this task.

From their monthly meetings with board members and lobbyists from the Minnesota Public Transit Association (MPTA), it has become clear to OTAT leaders that differences of opinion exist between MPTA and OTAT on how to calculate transit system needs, as well as on MnDOT’s role in defining the concept. Further, historical issues in the relationship have caused some concerns around trust and each group’s interests. OTAT has asked Management Analysis and Development (MAD) to propose consulting services to facilitate the parties in working through their differences and reaching a shared understanding of how to determine transit need.

## Products

The MAD consultant will produce an interview summary document as well as draft agendas for each monthly OTAT-MPTA meeting. MAD would provide additional facilitation and other consultation as described in the activities table below.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be June 1, 2021 (or when the interagency agreement is signed) through December 31, 2021. If the interagency agreement is not signed by May 28, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

Activities	Hours
<p><b>1. Gather information:</b> MAD will organize a project kickoff meeting with the OTAT client. After reviewing any relevant background documents, such as minutes from recent OTAT-MPTA meetings, MAD will design an interview protocol for interviewing OTAT leaders, MPTA board members, and MPTA lobbyists either individually or in pairs (up to 10 interviews). OTAT and MPTA representatives will not be interviewed together.</p> <p>MAD will conduct these interviews to understand OTAT’s and MPTA’s perspectives on the issues at hand and any underlying causes, as well as invite them to share what they hope to get out of upcoming facilitated meetings. As part of the</p>	60

---

<sup>1</sup> “2020 Minnesota Statutes: 174.247 Annual Transit Report,” Office of the Revisor of Statutes, accessed May 11, 2021, <https://www.revisor.mn.gov/statutes/cite/174.247>.

Activities	Hours
interviews, MAD will ask individuals for their ideas on how MPTA and OTAT can reach agreement on determining transit need.	
<b>2. Lay the groundwork:</b> MAD will synthesize interview findings in a summary memo and present the results to both groups at a special “laying the groundwork” session. At this meeting, MAD will facilitate a debrief of the findings. At a follow-on session, MAD will facilitate a conversation to define the desired outcomes of the two groups’ work together and will facilitate the creation of shared meeting norms/team agreements. Following these two sessions, MAD will propose facilitated activities for the upcoming meetings that will allow the two groups to reach consensus. The OTAT client will be able to review and provide feedback on the meeting plan.	50
<b>3. Facilitate ongoing meetings:</b> MAD will facilitate a process for the group to reach consensus. MAD assumes monthly, hour-long meetings over a six-month period, with time built in for preparing draft agendas for each meeting and sharing these with the OTAT client for feedback. MAD also assumes monthly check in calls with the OTAT client.	50
Subtotal	160
Project management, including client communication (18%)	29
<b>Total hours</b>	<b>189</b>
<b>Total costs (total hours times \$140)</b>	<b>\$ 26,460</b>

## Clients and Consultants

The primary client contact would be Tori Nill, Office Director. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

## Client Responsibilities

MAD expects the OTAT client will:

- Provide any relevant background documents, such as past OTAT-MPTA meeting minutes or the latest annual transit report
- Schedule meetings and send out meeting invitations
- Prepare meeting summaries that will be approved by the group

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. Data on individuals (such as interview data) is private data. Client staff would not be present at interviews (except for their own interview), and would not have access to any data that identifies individuals.



## Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

## **AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-139**

**WHEREAS**, the State of Minnesota, **Minnesota Department of Transportation- Office of Transit and Active Transportation (OTAT)**, has an interagency agreement identified as **2021-139** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

**WHEREAS**, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

**WHEREAS**, Paragraph(s) **5** of the agreement shall be amended to read:

### **5. Effective Dates:**

This agreement is effective June 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2021~~ June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

### **APPROVED:**

<b>1. REQUESTING AGENCY</b>	<b>2. DIVISION</b>
By:	By:
Title:	Title:
Date:	Date:
<b>3. Encumbrance Verification</b>	<b>4. MnDOT Contract Management</b>
By:	By:
Title:	Title:
Date:	Date:

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project ID Number:** Multiple  
**Trunk Highway Number (TH):** Multiple  
**Project Identification:** State Patrol Extraordinary Enforcement in Maintenance Work Zones.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS")

**Agreement**

---

**1. Term of Agreement; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Agreement will be effective on the date signed by all necessary MnDOT and DPS officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This Agreement will expire on June 30, 2023, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Appendix A, a cost calculation matrix, and Appendix B, entitled "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones", are attached and incorporated into this Agreement.

**2. Scope of Work**

- 2.1. MnDOT conducts maintenance work with internal forces using Project ID Numbers to track work on highways statewide. For some maintenance work, MnDOT believes that having State Troopers provide "extraordinary" traffic law enforcement in work zones (enforcement beyond the normal, routine Patrol activity) will help to make those work zones safer. DPS is willing to provide such extraordinary enforcement if MnDOT reimburses DPS the cost of providing such enforcement. This initial effort will be a pilot to evaluate whether to pursue a longer-term program for maintenance work and associated funding corresponding to extraordinary law enforcement by DPS.
- 2.2. DPS will provide off-duty State Patrol officers for extraordinary traffic enforcement and traffic control upon request from MnDOT, and in accordance with the attached "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones".
- 2.3. MnDOT will reimburse DPS for State Patrol services as specified in Article 3.
- 2.4. DPS will invoice MnDOT as specified in Article 4.
- 2.5. DPS will, at regular intervals but no less than once annually, provide MnDOT with a spreadsheet suitable for verifying the State Patrol hours and wages being billed to MnDOT maintenance projects for extraordinary traffic enforcement and traffic control. Format of the spreadsheet will be mutually agreed to by the parties.

**3. Consideration and Payment**

- 3.1. MnDOT will reimburse DPS for the extraordinary enforcement services on the following basis:
  - 3.1.1. The actual rate of overtime wage paid for every hour the State Patrol Officer is engaged in extraordinary enforcement, such wages to be determined in accordance with Appendix A.

- 3.1.2. Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with Article 3.1.1 above.
- 3.1.3. DPS indirect/administrative costs will be paid, at the prevailing rate, applied to the costs specified in Articles 3.1.1 and 3.1.2 above.
- 3.1.4. An allocated share of FICA and a worker's comp factor will be paid, in accordance with the table in Appendix A.
- 3.1.5. Travel to the maintenance work zone, patrol mileage, and return to base will be paid at the established rate for the class of vehicle used.
- 3.1.6. Subsistence and lodging will be paid in accordance with the specifications of the applicable collective bargaining agreement. Copies of expense vouchers must be submitted with invoices.
- 3.2. Appendix A illustrates an estimated rate for State Fiscal Year 2022. Invoices will be based on actual rates applicable at the time services are provided by DPS. Rates are subject to change every state fiscal year. Upon ratification of DPS collective bargaining agreements, near the start of each fiscal year, DPS will provide MnDOT with a revised Appendix A. Upon acceptance by MnDOT, such revised Appendix A will be incorporated into and become part of this Agreement upon execution of an amendment in accordance with Article 6.1 below.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed **One Hundred Thousand and 00/100 Dollars** (\$100,000); total not to exceed \$50,000 in FY22 and total not to exceed \$50,000 in FY23.

#### 4. Conditions of Payment

- 4.1. All services provided by DPS under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 calendar days after receiving DPS invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, MnDOT will notify DPS within 10 calendar days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 calendar days of receipt of such corrected invoice.
- 4.3. DPS must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.
- 4.5. DPS will invoice MnDOT on a bi-weekly basis. Invoices must itemize hours worked, retirement costs, indirect costs, travel costs, and subsistence/lodging costs; and must be in accordance with the following: All invoices must refer to the individual maintenance Project ID Number. The Project ID Number will be provided to the District Patrol Captain and Patrol Officer by the Area Maintenance Engineer coordinating the State Patrol services.
- 4.6. If funding for extraordinary enforcement is transferred to MnDOT district offices, then DPS will be required to submit invoices to the appropriate MnDOT district for payment.

#### 5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative and Project Manager will be:

Name: Susan Lodahl, State Maintenance Engineer (Acting) , (or successor)  
Address: 395 John Ireland Blvd MS: 700  
City/State/Zip: St Paul, MN 55155-1899  
Telephone: 651-366-3566  
Fax: 651-366-3555

E-Mail: [susan.lodahl@state.mn.us](mailto:susan.lodahl@state.mn.us)

5.2. DPS's Authorized Representative will be:

Name: Matthew Langer, Colonel, Minnesota State Patrol, (or successor)

Address: 445 Minnesota Street Suite 130

City/State/Zip: St Paul, MN 55101-5130

Telephone: 651-201-7114

Mobile: 612-919-8178

E-Mail: [matthew.langer@state.mn.us](mailto:matthew.langer@state.mn.us)

**6. Amendments**

- 6.1. Any Amendment to this Agreement 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 Agreement, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination of this Agreement, DPS will be entitled to payment for services satisfactorily performed prior to termination.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**STATE ENCUMBRANCE VERIFICATION**

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

By: \_\_\_\_\_

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

SWIFT Contract ID: 196008

Purchase Order ID: 3000595245


**DEPARTMENT OF PUBLIC SAFETY**

By: \_\_\_\_\_

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

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

**DEPARTMENT OF TRANSPORTATION**

By:  **Jay Hietpas**  
Digitally signed by Jay Hietpas  
Date: 2021.09.19 19:18:08  
-05'00'

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

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

**MNDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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



**Appendix A**

Attached to Contract# 1047359

8th Step Trooper Overtime Rate*		\$63.29
	<b><u>FY2022</u></b>	
Retirement*	30.10%	\$19.05
Indirect/Administrative Costs**	9.40%	\$5.95
FICA***	1.45%	\$0.92
Worker's Comp Factor***	2.10%	\$1.33
Mileage (40 miles, .56 per mile)	0.56	\$22.40
<b>Total</b>		<b>\$112.94</b>

Example shows Trooper at step 8 without any differentials. This is an example only. Actual Trooper rates will vary in Accordance with collective bargaining agreement(s).

\*Rate determined by State Law in accordance with collective bargaining agreement

\*\*Rate determined annually and approved by Minnesota Management and Budget (MMB)

\*\*Includes funds that go to parties: Minnesota State Patrol and Fiscal Administrative Staff

\*\*\*Rate determined by Federal Law

Mileage is indexed to the Federal IRS rate and subject to change each FY

This is the initial appendix; this appendix may be revised annually in accordance with article 3.2 of the agreement

## **Appendix B**

# **PROCEDURES FOR THE USE OF EXTRAORDINARY ENFORCEMENT EFFORTS IN MAINTENANCE WORK ZONES**

### **POSITION STATEMENT**

The Minnesota Department of Transportation (MnDOT) intends to employ extraordinary traffic enforcement and surveillance efforts in maintenance work zones (projects), when those efforts can reasonably be expected to increase the safety of the traveling public and/or maintenance personnel. The Federal Highway Administration promotes the use of Extraordinary Enforcement to enhance work zone safety.

When such extraordinary efforts are utilized, the costs experienced by the providing law enforcement agency, typically the State Patrol, should be borne by MnDOT. The need for such efforts should, if possible, be identified early in the maintenance work planning process, so that the efforts of both agencies can best be coordinated.

It is the intention of MnDOT to employ the State Patrol on select maintenance projects that have a higher risk to the traveling public and maintenance staff which includes locations with poor sight distance, high speed and traffic volume. These include work that requires lane closures or moving work zone operations. Charges to the Maintenance Project ID Number will be expected for the extraordinary enforcement effort when costs are incurred by the State Patrol. The use of the State Patrol is considered cost effective because no other practical alternative exists.

### **DEFINITIONS**

The extraordinary enforcement that meets this following definition may be utilized under this Agreement:

When District Maintenance, in coordination with their District State Patrol Office, determines extraordinary enforcement is essential to the safety of a maintenance work zone and needs to guarantee enforcement presence, they may request extraordinary enforcement by submitting a request to the MnDOT Office of Maintenance (CO Maintenance) in accordance with the provisions of this agreement. This will enable a dedicated service that State Patrol will provide.

### **PROCEDURES**

The following procedure shall be used when it is determined that extraordinary traffic enforcement efforts are needed. This procedure shall be used when completing the work planning process.

Coordination and concurrence of the State Patrol District Office must occur prior to submitting a request to CO Maintenance. Requests must be submitted to CO Maintenance at least 3 days prior of the actual work taking place.

<b>Responsible Organization</b>	<b>Required Action</b>
District Maintenance	Determine the need for enforcement effort.
	Contact State Patrol District Captain to discuss need.
State Patrol District	Develop enforcement plan.
	Estimate plan costs and submit to the designated District Maintenance contacts for review.
District Maintenance	Submit request form to CO Maintenance for review and approval
CO Maintenance	Review and respond to district request
State Patrol Headquarters	Invoice CO Maintenance referencing the contract number and Project ID Number
CO Maintenance/Construction	Review invoice and facilitate payment of the invoice to State Patrol
MnDOT Accounts Payable	Pay invoice

NOTE: In emergency situations where dedicated extraordinary enforcement is required, paid enforcement may proceed with verbal approval from the following: 1) the Office Director or Maintenance Operations Engineer in the MnDOT Office of Maintenance, or designee; and 2) the State Patrol District Captain.

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

**Federal Project Number:** N/A  
**State Project Number (SP):** N/A  
**Trunk Highway Number (TH):** N/A  
**Project Identification:** Small Business Resource Center

This contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration ("Admin").

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on July 31, 2022, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 6221.
- 2.2. See Exhibit A for the complete scope of work and deliverables.

**3. Consideration and Payment**

- 3.1. Admin will be paid on a Unit Rate basis, according to the breakdown of costs listed in Exhibit B.
- 3.2. Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by the state's Authorized Representative prior to incurring costs.
- 3.3. Admin must submit invoices electronically for payment, using the format set forth in Exhibit C.
- 3.4. The total obligation of MnDOT for all compensation and reimbursements to Admin under this contract will not exceed \$75,170.39.

**4. Conditions of Payment**

- 4.1. All services provided by Admin under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving Admin invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify Admin within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay Admin within 30 days of receipt of such invoice.
- 4.3. Admin must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:
  - Name/Title: Nicole Peszynski/Contract Administrator
  - Address: Minnesota Department of Transportation

Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
E-Mail: nicole.peszynski@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Lee Zutz/Interim Program Operations Manager  
Address: Minnesota Department of Transportation  
Office of Civil Rights, Mail Stop 170  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
Telephone: 651-366-3330  
E-Mail: lee.zutz@state.mn.us

5.3. Admin Authorized Representative will be:

Name/Title: Christina Nebel-Dickerson/MN PTAC Program Director  
Address: 50 Sherburne Avenue, Suite 309, Saint Paul, Minnesota 55155  
Telephone: 651-201-2629  
E-Mail: christina.nebel-dickerson@state.mn.us

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, Admin must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Admin will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, Admin agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Admin's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;

- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Admin will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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

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

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



**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

Department of Administration

Signed: ARBERT DAVIS

Title: Commissioner

Date: 04.30.2021

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

### **Project Overview**

The MnDOT Office of Civil Rights (OCR) is committed to ensuring equal opportunity for all businesses and personnel on State projects. OCR has developed a comprehensive Business Development Program (BDP) that is administered annually. The BDP is designed to create a framework that provides training and technical assistance, along with access to business and financial resources that assists Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGB) and Veteran-owned small businesses to compete more effectively on State projects/contracts.

### **Background**

In accordance with 49 Code of Federal Regulations 26, Appendix C to Part 26, the purpose of this program element is to further the development of DBEs and other small businesses, including but not limited to expansion into non-traditional areas of work and/or bid competitively in the marketplace outside the DBE program via training and technical assistance.

### **Project Goal**

The goal of this project will be to provide services to small businesses in the areas of outreach, contracting opportunities, training and technical assistance to certified and non-certified small businesses interested in highway heavy construction contracting and Professional Technical (PT) consulting opportunities on MnDOT projects. This agreement will provide the following:

1. Admin will provide business support/education and technical assistance for certified small businesses to assist them in their pursuit of MnDOT contracts. See Scope of Work section for a list of services to be provided.
2. Admin will provide business resources such as referrals to other services that work with highway heavy construction contractors.
3. Admin will offer outreach to non-certified small businesses about the transportation DBE Program.
4. Admin will assist non-certified small businesses with the Minnesota Unified Certification Program (MnUCP) DBE application/certification process.
5. Admin will provide networking opportunities for highway heavy contractors, PT consultants and certified small businesses.
6. Admin will provide quarterly updates and quarterly invoices.

### **Definitions**

*Certified small businesses:* Any businesses certified under the DBE, TGB, and Veteran-owned small business program.

*Non-certified small businesses:* Any minority and or women-owned small business as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 13 CFR part 121.

### **Scope of Work and Deliverables**

Admin's Procurement Technical Assistance Center (PTAC) will complete the following tasks:

#### **Task 1. PTAC will provide business support/education and technical assistance for certified small businesses to assist them in their pursuit of MnDOT contracts statewide.**

- 1.1 PTAC will provide workshop for new businesses – i.e. starting a business, DBE, TGB and Vet certification process, how to find opportunities with MnDOT, how to successfully obtain a contract with MnDOT, invite speakers to share business experiences.
- 1.2 PTAC will provide workshops for certified and non-certified small businesses – topics may include but not limited to the following:
  - 1.2.1 Motivational speakers addressing business fatigue and other issues encountered by business owner;
  - 1.2.2 American Association of State Highway and Transportation Officials (AASHTOWare) Project Civil Rights and Labor (CRL) assistance;
  - 1.2.3 Procurement and contracting opportunities with MnDOT;
  - 1.2.4 How to get a contract with MnDOT;
  - 1.2.5 Credit/credit repairs; and
  - 1.2.6 Assist with a business plan, business portfolio and capability statement
- 1.3 PTAC's workshop will consist of classroom-style, applied/hands-on format (when able), and virtual/online formats. The course delivery methods and materials need to be designed to meet the needs of differing learning styles of participants and cultural backgrounds.
- 1.4 PTAC will evaluate the effectiveness of workshops and instructors by having participants complete evaluation forms for each workshop/event.
- 1.5 PTAC will utilize multiple marketing tools to market workshops/events to small businesses.
- 1.6 PTAC will provide one-on-one technical assistance.
  - 1.6.1 PTAC will provide subject matter experts for small businesses to consult with. Consultation can be done in-person or virtual.

#### **Deliverables:**

1. PTAC will provide a total up to ten workshops by June 30, 2022.
2. PTAC will document one-on-one technical assistance and workshop attendance and submit it to MnDOT Project Manager (PM) quarterly.
3. PTAC will document program attendees' satisfaction and provide a summary to MnDOT PM quarterly.

#### **Task 2. PTAC will provide business resources such as referrals to other services that work with highway heavy contractors and Professional Technical consultants.**

- 2.1 PTAC will maintain a variety of business resources for referral purposes including the following resources:
  - 2.1.1 Small business loan programs.
  - 2.1.2 Bonding and insurance programs.
  - 2.1.3 Other free or low cost services. This is not an all-inclusive list; grantee is encouraged to add other pertinent resources.

#### **Deliverables:**

Detailed Scope of Work and Deliverables

1. PTAC will document the number of referrals, company names and contact information, and the services referrals were made to.

**Task 3. PTAC will offer outreach to non-certified small businesses about the DBE Program.**

3.1 PTAC will utilize multiple social media platforms for outreach to non-certified small businesses including TGB, VET, CERT, WBE firms that have not been certified in the DBE Program. Social media and all marketing will be created by Dept of Admin Communication team, review and approve by MnDOT PM and Communication team. MnDOT will assist with program marketing.

3.2 PTAC will hold quarterly information session about the DBE Program and certification process.

Deliverables:

1. PTAC will hold quarterly DBE Program and certification information sessions for up to 30 non-certified small businesses.
2. PTAC will document company names and contact information.

**Task 4. PTAC will assist non-certified small businesses with the Minnesota United Certification Program (MnUCP) application/certification process.**

Deliverables:

1. PTAC will assist up to 14 non-certified small businesses with MnUCP application/certification.
2. PTAC will document company names and contact information.

**Task 5. PTAC will provide highway heavy construction and PT networking opportunities for contractors and certified small businesses.**

Deliverables:

1. PTAC will hold two networking sessions before June 30, 2022.
2. PTAC will document participants feedback and provide a summary to MnDOT PM quarterly.
3. PTAC will document company names and contact information.

**Task 6. PTAC will provide timely program updates and invoices.**

Deliverables:

1. PTAC will provide quarterly program updates (schedule below). MnDOT will provide the quarterly program template.
  - a. July 2021 – September 30, 2021 is due October 15, 2021
  - b. October 1, 2021 – December 31, 2021 is due January 15, 2022
  - c. January 1, 2022 – March 31, 2022 is due April 15, 2022
  - d. April 1, 2022 – June 30, 2022 is due July 15, 2022
2. Quarterly invoices will be due on the 15<sup>th</sup> for the preceding month.

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



<b>Direct Labor Costs</b>			
<b>Task</b>	<b>Procurement Specialist</b>	<b>Director</b>	<b>Total</b>
<b>Task 1:</b>			
Planning, execution and follow up of 10 total workshops	240	100	340
<b>Task 2:</b>			
Planning, execution and follow up of 4 DBE program/information sessions	100	20	120
<b>Task 3:</b>			
Assistance with 14 DBE certification applications	280		280
<b>Task 4:</b>			
Planning, execution and follow up of 2 networking events	20	50	70
<b>Task 5:</b>			
Counseling and referrals as well as project oversight and administration	567	216	783
<b>Total Hours</b>	1207	386	1593
<b>Hourly Rate</b>	\$ 41.53	\$ 64.88	
<b>Total Direct Labor Costs:</b>	<b>\$ 50,126.71</b>	<b>\$ 25,043.68</b>	<b>\$ 75,170.39</b>
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$ 75,170.39</b>

Note: Additional classifications/rates may be billed as necessary. The hours may fluctuate between the tasks and classifications. If it appears the total contract amount will be exceeded an amendment will be necessary.

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice in its entirety
2. Sign the invoice
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Program Updates (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1047382  
Contract Expiration Date: July 31, 2022  
SP Number: N/A TH Number: N/A

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$75,170.39			
<b>Net Earning Totals:</b>	\$75,170.39			
<b>Total Amount due this invoice:</b>				\$

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

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6221			
<b>Total**</b>			

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

Contractor: \_\_\_\_\_

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

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

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

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



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

**Federal Project Number:** RDF 8822(033)

**State Project Number (SP):** 880C-RDF-22/23

**Trunk Highway Number (TH):** 999

**Project Identification:** Red Dye Fuel Monitoring Program

This contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS").

**Recitals**

- 
1. This contract is funded in whole or in part with federal dollars from CFDA #20.205.

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through D are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 6265.
- 2.2. MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on public roadways throughout the state.
- 2.3. DPS will inspect and take diesel fuel samples from vehicles being operated on public roadways throughout the state. Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; 15% of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining 15% will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red- dyed fuel enforcement activities. DPS will acquire approximately 10,000 fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.
- 2.4. DPS will submit a quarterly and annual report to MnDOT, outlining project activities and progress, including number of samples taken and number of "positive" tests indicated.
- 2.5. See Exhibit A for additional information.

**3. Consideration and Payment**

- 3.1. DPS will be reimbursed at an amount not to exceed \$465,000.00, according to the breakdown of costs described in Exhibit B. DPS may request from MnDOT's Authorized Representative an adjustment in breakdown of costs if it does not change the total amount of the agreement.
- 3.2. DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit C.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this contract will not exceed \$465,000.00.

**4. Conditions of Payment**

- 4.1. All services provided by DPS under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3. DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:  
Name/Title: Nicole Peszynski/Contract Administrator  
Address: Minnesota Department of Transportation  
Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
E-Mail: [nicole.peszynski@state.mn.us](mailto:nicole.peszynski@state.mn.us)
- 5.2. MnDOT's Project Manager will be:  
Name/Title: Zue Vue/District C Coordinator  
Address: Minnesota Department of Transportation  
OTSM, Mail Stop 440  
395 John Ireland Boulevard, Saint Paul, Minnesota 55155  
Telephone: 651-366-3736  
E-Mail: [zue.vue@state.mn.us](mailto:zue.vue@state.mn.us)
- 5.3. DPS Authorized Representative will be:  
Name/Title: Captain Jonathan Olsen  
Address: Department of Public Safety  
1110 Centre Point Curve, Mendota Heights, Minnesota 55120  
Telephone: 651-350-2012  
E-Mail: [Jonathan.olsen@state.mn.us](mailto:Jonathan.olsen@state.mn.us)

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, DPS must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DPS will take the following steps in the deliverables:
  - Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, DPS agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DPS' compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
  - All videos must include closed captions, audio descriptions and a link to a complete transcript;
  - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DPS will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
  - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

## **10. Contractor Payment Form Requirement**

- 10.1. If DPS is making payments to subcontractors, regardless of their tier or [Disadvantaged Business Enterprise (DBE) status, DPS must complete Exhibit D, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. DPS must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to DPS to be withheld. DPS must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

## **11. Telecommunications Certification**

- 11.1. By signing this contract, the DPS certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The DPS will include this certification as a flow down clause in any contract related to this contract.

## **12. Title VI/Non-discrimination Assurances.**

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**DEPARTMENT OF PUBLIC SAFETY**

Signed: Cassandra O'Hern

Title: Deputy Commissioner

Date: 7/6/2021

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

## **1. WHAT IS RED-DYED FUEL?**

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require "visible evidence of the presence of red dye" to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second

Specifications, Duties, and Scope of Work

derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

## **2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?**

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:

*Excerpted from Minnesota Statutes 296A.22*

### ***Subdivision 4: Unlawful Use of Dyed Fuel***

- (a) If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*



### **3. HOW CAN RDF USAGE BE DETECTED?**

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

### **4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?**

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.

## **5. PLAN OF ACTION**

During State Fiscal Years (SFY) 2022 and 2023, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 15% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 15% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 10,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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

Description	1st Year	2nd Year	Total Cost
Regular & Overtime Salaries	\$150,000.00	\$150,000.00	\$300,000.00
Fringe Costs	\$60,000.00	\$60,000.00	\$120,000.00
In-State & Out-State Travel Costs	\$0	\$0	\$0
Vehicle with Equipment	\$0	\$0	\$0
Supply/Material Costs	\$0	\$0	\$0
Indirect Costs	\$22,500.00	\$22,500.00	\$45,000.00
TOTAL CONTRACT AMOUNT			\$465,000.00

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1047588

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2023

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

SP Number: 880C-RDF-22/23 TH Number: 999

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Regular & Overtime Salaries	\$300,000.00			
2. Fringe Costs	\$120,000.00			
3. Indirect Costs	\$45,000.00			
<b>Net Earning Totals:</b>	<b>\$465,000.00</b>			
<b>Total Amount due this invoice:</b>				<b>\$</b>

**Contractor: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to

**Exhibit D: Contractor Payment Form**

<b>State Project Number:</b>	<b>Payment Reporting Period:</b> <b>to</b>	<b>Prime Contractor:</b>
<b>Invoice Number:</b>	<b>Date Paid by State:</b>	<b>Subcontractor:</b>

**Submittal Instructions:** Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

<b>(A) Contractor's Name, Address &amp; Telephone Number</b>		<b>(B) Total Contract Amount</b>	<b>(C) Committed DBE %</b>	<b>(D) Actual DBE % to Date</b>
Name:				
Address:				
Phone:				
<b>(E) Name of Subcontractor(s)/Supplier(s)</b>	<b>(F) DBE? (indicate)</b>	<b>(G) Description of Work</b>		<b>(H) Subcontract Amount</b>
1.		1.		1.
2.		2.		2.
3.		3.		3.
<b>(I) Amount of Current Payment</b>	<b>(J) Date Subcontractor Payment Issued</b>	<b>(K) Amount Paid to Date</b>	<b>(L) % Paid to Date</b>	<b>(M) Final Payment? (Yes or No)</b>
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
<b>(N) Company Official's Signature, Title &amp; Contact Info</b>		<b>(O) Date Signed</b>	<b>(P) Name, Title &amp; Contact Info for the Individual Completing the Report</b>	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:		Phone Number:	Fax Number:

(This form may be submitted in an alternate format)

**Contractor Payment Form Instructions:**

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

*If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073*



**AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1047588**

Contract Start Date: July 8, 2021	Original Contract Amount:	\$ 465,000.00
Original Contract Expiration Date: June 30, 2023	Previous Amendment(s) Total:	N/A
Current Contract Expiration Date: June 30, 2023	Current Amendment Amount:	\$ 200,000.00
New Contract Expiration Date: N/A	Total Amended Contract Amount:	\$ 665,000.00

**Federal Project Number:** RDF 8822(033)**State Project Number (SP):** 880C-RDF-22/23**Trunk Highway Number (TH):** 999**Project Identification:** Red Dye Fuel Monitoring Program

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS").

**RECITALS**

1. MnDOT has a contract with DPS identified as MnDOT Contract Number 1047588 ("Original Contract"). MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on public roadways throughout the state.
2. The contract is being amended due to additional funding being made available from a Highway Tax Evasion fund.
3. MnDOT and DPS are willing to amend the Original Contract as stated below.

**CONTRACT AMENDMENT**

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

**REVISION 1. Subarticle 1.3 is amended as follows:**

- 1.3. Exhibits: Exhibits ~~A through D~~ **A-1, B-1, C-1, and D** are attached and incorporated into this contract.

**REVISION 2. Subarticle 2.3 is amended as follows:**

2.3. Scope of Work: DPS will inspect and take diesel fuel samples from vehicles being operated on public roadways throughout the state. Approximately ~~70%~~ **55%** of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; ~~15%~~ **20%** of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining ~~15%~~ **25%** will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red- dyed fuel enforcement activities. DPS will acquire approximately ~~10,000~~ **15,000** fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.

**REVISION 3. Subarticle 2.5. is amended as follows:**

- 2.5. Scope of Work: See Exhibit ~~A~~ **A-1** for additional information.

**REVISION 4. Subarticles 3.1-3.3. are amended as follows:**

3.1. DPS will be reimbursed at an amount not to exceed ~~\$465,000.00~~ **\$665,000.00**, according to the breakdown of costs described in Exhibit ~~B-B-1~~. DPS may request from MnDOT's Authorized Representative an adjustment in breakdown of costs if it does not change the total amount of the agreement.

3.2. DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit ~~C~~ **C-1**.

3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this contract will not exceed ~~\$465,000.00~~ **\$665,000.00.**

**REVISION 5. Subarticle 13 is being added as follows:**

13. Additional Provisions

13.1 Subcontractor Reporting. The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this contract may exceed \$500,000.00, including all extension options, DPS must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, DPS will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

**DPS**

DPS certifies that the appropriate person(s) have executed the amendment on behalf of DPS as required by applicable articles, bylaws or resolutions.

Signed: Cassandra O'Hern

Title: Deputy Commissioner

Date: 9/16/2021

**DEPARTMENT OF TRANSPORTATION**

*(with delegated authority)*

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

## **1. WHAT IS RED-DYED FUEL?**

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require "visible evidence of the presence of red dye" to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second

derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

## **2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?**

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:

*Excerpted from Minnesota Statutes 296A.22*

### ***Subdivision 4: Unlawful Use of Dyed Fuel***

- (a) If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

### **3. HOW CAN RDF USAGE BE DETECTED?**

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

### **4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?**

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.



## **5. PLAN OF ACTION**

During State Fiscal Years (SFY) 2022 and 2023, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 55% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 20% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 25% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 15,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

Description	1st Year	2nd Year	Total Cost
Regular & Overtime Salaries	\$217,200.00	\$217,200.00	\$434,400.00
Fringe Costs	\$86,800.00	\$86,800.00	\$173,600.00
In-State & Out-State Travel Costs	\$0	\$0	\$0
Vehicle with Equipment	\$0	\$0	\$0
Supply/Material Costs	\$0	\$0	\$0
Indirect Costs	\$28,500.00	\$28,500.00	\$57,000.00
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$665,000.00</b>

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1047588

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: June 30, 2023

Invoice Date: \_\_\_\_\_

SP Number: 880C-RDF-22/23 TH Number: 999

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Regular & Overtime Salaries	\$434,400.00			
2. Fringe Costs	\$173,600.00			
3. Indirect Costs	\$57,000.00			
<b>Net Earning Totals:</b>	<b>\$665,000.00</b>			
<b>Total Amount due this invoice:</b>				<b>\$</b>

**Contractor: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to



MnDOT Contract Number: 1047646

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**Project Identification:** OTE DOT Crash Map Hosting Support

This contract is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 0094.
- 2.2. MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

**3. Consideration and Payment**

- 3.1. MnGeo will be paid as follows: Unit Rate Basis according to the costs contained in Exhibit B.
- 3.2. The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this contract will not exceed \$288,344.32.

**4. Conditions of Payment**

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:
  - Name/Title: Michael Friberg, Contract Administrator
  - Address: 395 John Ireland Boulevard, St. Paul MN, 55155-1899
  - Telephone: 612-240-7199
  - E-Mail: [Michael.friberg@state.mn.us](mailto:Michael.friberg@state.mn.us)
- 5.2. MnDOT's Project Manager will be:
  - Name/Title: Nathan Drews
  - Address: 1500, West County Road B2, Roseville, MN 55113
  - Telephone: 651-234-7014
  - E-Mail: [Nathan.drews@state.mn.us](mailto:Nathan.drews@state.mn.us)

5.3. MnGeo Authorized Representative will be:

Name/Title: Dan Ross  
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55115  
Telephone: 651-201-2460  
E-Mail: [dan.ross@state.mn.us](mailto:dan.ross@state.mn.us)

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**10. Telecommunications Certification**

- 10.1. By signing this contract, the MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of

any system or as critical technology as part of any system. The MnGeo will include this certification as a flow down clause in any contract related to this contract.

**11. Title VI/Non-discrimination Assurances.**

- 11.1. The MnGeo agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The MnGeo will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the MnGeo's compliance with this provision. The MnGeo must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the MnGeo's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**



**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MNGEO**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:  
*Tracy Gerasch*  
58BF08075AF6441...

Procurement Director

6/29/2021

**MnDOT CONTRACT MANAGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**A. *MnGeo deliverables, duties and responsibilities:***

This scope of work consists of a series of tasks as described below. In some instances, it may be necessary for staff from MnDOT's team and MnGeo to revise this list of deliverables, staff, and timelines as work proceeds.

Unless otherwise stated, budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The Total Obligation of the agreement will not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties. However, hours may be shifted between tasks as necessary after discussion with MnDOT's primary contact. MnGeo staff assigned to complete a task will reflect the complexity of the task and availability of appropriate staff.

**B. *MnDOT deliverables, duties and responsibilities:***

Under the terms of this agreement, MnDOT's Team will:

1. Meet as needed with MnGeo staff to review the services being deployed, and other related topics as requested by MnDOT's staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to the service functions.
4. Test updates of services during defined test window, provide feedback as necessary, and provide a "stop deployment" message by a mutually defined date if appropriate.
5. Coordinate communications between MnGeo and interested parties within MnDOT staff, including project management, requirements gathering, change management, and scheduling.

**Service Level Objectives**

Service level objectives have been defined below for reference regarding expected performance of MnDOT's application and service.

**Availability**

Unanticipated interruptions in services will be communicated as soon as possible after discovery.

**Incident Response Time**

Incident notifications and service requests related to unavailability of MnDOT's service will be acknowledged within 4 business hours of the notification if reported through standard incident notification channels.

Incidents involving performance will be prioritized and attempted to be resolved within 8 business hours of notification or less.

## Specifications, Duties, and Scope of Work

Within normal business hours, MnGeo will acknowledge website operational problems within 4 hours identified by MnDOT's staff and reported to MnGeo through MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MnDOT's staff and reported to MnGeo through MnDOT's primary contact. MnGeo staff will keep MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.

Business Hours: 8:00 am – 4:30 pm Monday – Friday except for holidays. Extraordinary situations involving activation of a Continuity of Operations Planning (COOP) plan or disaster recovery plan may impact our ability to meet the incident response times. We will notify all customers in these situations.

**Environments**

The infrastructure used to support MnDOT's service will consist of multi-tenant deployment of cloud infrastructure designed to support MnDOT's application and database. The current architecture will isolate the system and dependencies to avoid impacting service availability or performance. MnDOT's application will be deployed to distinct production and non-production staging environments in accordance with MNIT Data Management Standards. Non-production staging will be used to test all changes to the operating systems or application layer configurations. MnDOT's application stewards will be required to perform acceptance testing on changes made within the non-product staging environment and must communicate acceptance before changes can be promoted to the production environment.

**Change Management**

System changes initiated by either party will require planning and testing in a non-production environment. MnDOT's application stewards will be required to receive notifications regarding planned changes and perform acceptance testing prior to the production release.

When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MnDOT's staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.

**Maintenance Windows**

MnGeo performs planned maintenance on MnDOT's Infrastructure during the following maintenance windows unless otherwise agreed upon by all parties:

Non-production: Second Monday of the Month 5:30 pm – (next business day) Tuesday-8:00 am

Production: Second Wednesday of the Month 5:30 pm – (next business day) Thursday-8:00 am

Occasionally planned maintenance may require an interruption in service, however, if an interruption in service is expected during these times, advanced notification will be provided to MnDOT's and Business contacts. MnGeo will provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.

## Specifications, Duties, and Scope of Work

MnGeo staff will provide the MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise the MnDOT of potential problems associated with these changes. MnGeo will follow IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.

In addition to these times, MNIT Managed Hosting has their own maintenance windows to accommodate patching.

If additional resources are required for the shared environment specifically because of MnDOT's deployments or at a request for additional resources by MnDOT's primary contact, MnDOT's infrastructure costs will be increased accordingly.

**System Monitoring**

MnDOT's hosting systems managed by MnGeo will be monitored for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MNIT Managed hosting. Alerts will be configured to notify MnGeo staff of performance issues. Issues and resolution will be communicated to MnDOT's application stewards.

**Application Deployments and Data Source Updates**

Changes to MnDOT's application requiring code deployments or updates to the data that require elevated permissions to the servers or database management system will be performed by MnGeo Staff upon request.

The frequency of deployments or data updates is dependent on project budget and MnGeo staff availability and require at least a 2 week notice to begin the process with changes being carried out during designated maintenance windows.

**GIS System Audits and Updates**

All systems used to support MnDOT's application must be assessed for currency of software yearly as part of the current contract scope. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems. All systems must be running an acceptable version of software according to the MnGeo Standard Operating Environment or must be updated within the billing period. Updates may require customer involvement to facilitate application testing and acceptance to verify required updates do not result in breaking changes.

In addition to MINT Managed Hosting Operating System updates, yearly updates to the system will be performed by MnGeo staff under the agreement to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment. ArcGIS Server and other required software installed on the OS will be audited yearly and updated to be no more than 1 major version release behind the current stable version. Exceptions will be documented and communicated to the customer for prioritization in future agreements.

Breakdown	ITS Category	Hours	Rates	Charges
<b>Staff</b>				
GIS Basic	SWPP, ITS2	0	\$69.56	\$0.00
GIS Intermediate	ITS3	0	\$89.58	\$0.00
GIS Advanced	ITS4, ITS5, Supervisor and Director	1702	\$101.44	\$172,650.88
<b>Expenses</b>				
Other	Other (FME Hosting and licensing	24	\$1,010.56	\$24,253.44
Shared System	Dedicated	24	\$3,810.00	\$91,440.00
<b>Total</b>				<b>\$288,344.32</b>

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (ADMIN) and the Department of Transportation (MNDOT).

### 1. Services to be Performed:

The Office of Enterprise Sustainability (OES) will support state agencies' efforts to fulfill the sustainability goals outlined in the Executive Order 19-27 by managing sustainability metrics and reporting (e.g. Sustainability Reporting Tool); educating on sustainability best practices; assisting with development of their sustainability plans; administering the energy conservation revolving loan; publishing an annual report; and providing other technical assistance.

### 2. Authorized Agents:

The following persons will be the primary contacts and authorized agent for all matters concerning this agreement:

ADMIN: Erin Campbell, Assistant Commissioner, or her successor, 50 Sherburne Avenue, Room 200, Saint Paul, MN 55155, (651) 201-2561

MNDOT: Timothy Sexton, Assistant Commissioner, 395 John Ireland Blvd., Saint Paul, MN 55155

### 3. Consideration and terms of Payment

In consideration for sustainability services provided, MNDOT agrees to contribute to this effort as follows:

- Enter an appropriation transfer, the SWIFT accounting codes are: Fund 2001, FinDeptID G021GCSV Approp ID G021275
- If paying by invoice, the coding will be the same as above except that the FinDeptID will be G0237850
- Please submit the following amounts not later than July 22nd of each fiscal year:

FY 2022: **\$60,000**      FY 2023: **\$60,000**      Total for the biennium: **\$120,000**

### 4. Terms of Agreement

This agreement is effective July 1, 2021 and shall remain in effect until June 30, 2023.

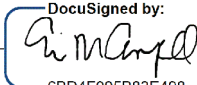

### 5. Amendments

Any amendment to this agreement 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 agreement, or their successors in office.

### Approved:

Department of Administration

Department of Transportation

<p>By:  _____</p> <p><small>DocuSigned by: 6BD4F095B83E498...</small></p> <p>Title: <u>Assistant Commissioner</u></p> <p>Date: <u>6/29/2021</u></p>	<p>By/Date <b>Mark Gieseke</b> </p> <p><small>Digitally signed by Mark Gieseke Date: 2021.06.25 09:25:46 -05'00'</small></p> <p>Title: Division Director</p>
--	---



MnDOT Contract No. 1047707

MnDOT Encumbrance Verification

MnDOT Contract Management

By/Date <b>Nicole Peszynski</b> SWIFT Contract No. 196018 SWIFT PO No. 3000595121	Digitally signed by Nicole Peszynski Date: 2021.06.24 15:23:15 -05'00'	By/Date <b>Kyle Fisher</b>	Digitally signed by Kyle Fisher Date: 2021.06.25 09:56:23 -05'00'
---	---	----------------------------	--

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

---

Pursuant to Minnesota Statutes, Sections 471.59, 4.045, and 16A.055 this is an agreement between Minnesota Management and Budget (MMB) and Minnesota Department of Transportation (DOT or Requesting Agency).

**1. Services to be Performed:**

Minnesota Management and Budget will provide staffing and support for the Children's Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Erin Bailey, Assistant Commissioner – Children's Cabinet, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, [Erin.Bailey@state.mn.us](mailto:Erin.Bailey@state.mn.us), 651-366-4817.

DOT: Kim Collins, Deputy Commissioner, or their successor designated by the Commissioner, 395 John Ireland Blvd., St. Paul, MN 55155 [kim.collins@state.mn.us](mailto:kim.collins@state.mn.us) 651-366-4817.

**2. Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST: \$38,000**

You will receive an annual invoice from MMB in July or August 2021. This invoice should be paid within 30 days of receipt.

**3. Term of Agreement:**

This agreement is effective July 27, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

**4. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**Approval:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Nicole Peszynski Digitally signed by  
Nicole Peszynski  
Date: 2021.07.21 10:15:22 -05'00'

**2. [Minnesota Department of Transportation]**

By: Melissa Brand Digitally signed by Melissa Brand  
Date: 2021.07.21 10:55:32 -05'00'  
(With delegated authority)  
Title: Director, Consultant Services  
Date: 07/21/2021

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Chief Financial Officer  
Date: 07-21-2021

**4. MnDOT Contract Management**

By/Date: Kyle Fisher Digitally signed by  
Kyle Fisher  
Date: 2021.07.21 11:12:59 -05'00'



## State of Minnesota Interagency Agreement

MnDOT Contract No. 1048117

SWIFT Contract No.: 192247

Tempo AI: 189186

Activity ID: PRO20210003

This Agreement is between the Minnesota Departments of **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155 ("MPCA") and **Minnesota Department of Transportation**, 395 John Ireland Boulevard, St. Paul, Minnesota 55155 ("MnDOT").

### Agreement

#### 1. Term of Agreement

**1.1 Effective date.** August 30, 2021, or the date the MPCA and MnDOT obtain all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

**1.2 Expiration date.** June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Scope of Work

Project Identification: Services to assist the MPCA in determining whether to acquire property via eminent domain.

**2.1 MnDOT Tasks.** MnDOT shall provide real estate transaction services according to the terms of this Agreement to assist the MPCA in determining whether to acquire property in fee simple absolute via eminent domain, and if so, assist with the applicable eminent domain procedures. The property under consideration is the Freeway Closed Landfill Facility, located in the City of Burnsville, Dakota County, Minnesota at the intersection of the Minnesota River and Interstate 35W ("Subject Property"), as shown on the MPCA project website:

<https://www.pca.state.mn.us/waste/freeway-landfill-and-dump>. The services shall include all of the work necessary to evaluate the benefits and drawbacks of a quick take eminent domain action to obtain fee simple absolute of the Subject Property. For the Subject Property MnDOT shall provide the following services if requested:

- 2.1.1 Review and update title work provided by MPCA;
- 2.1.2 Review legal descriptions;
- 2.1.2 Administer a consultant appraisal contract;
- 2.1.3 Review and certify consultant appraisal;
- 2.1.4 Draft acquisition documents;
- 2.1.5 Draft condemnation documents and coordinate with the Minnesota Attorney General's Office; and
- 2.1.6 Provide project management for this Agreement, overall project planning, as well as communication, coordination and related services.

**2.2 MPCA Tasks.** For the Subject Property, MPCA shall:

- 2.2.1 Provide to MnDOT title opinion(s), legal description(s) and associated survey work, appraisal and appraisal review, and any other documentation necessary for MnDOT to complete its tasks under this Agreement;
- 2.2.2 Negotiate and make official offers; and
- 2.2.3 Be responsible for any tasks, duties, or actions necessary to acquire the Subject Property, via eminent domain or otherwise, not assigned to MnDOT under this Agreement.

MPCA and MnDOT may mutually agree to make minor changes by removing or adding tasks from the Scope of Work through an exchange of emails by their respective Authorized Representatives if the parties determine that a change is needed. Minor changes are identified as nominal changes that result in no dollar amount adjustments.

### 3. Consideration and Payment

MPCA will pay for the actual cost of the services provided by MnDOT under this Agreement based on hourly labor rates in the current collective bargaining agreements plus applicable fringe and indirect/administrative costs.

The MPCA will promptly pay MnDOT after MnDOT presents an itemized invoice for the services performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: quarterly.

MnDOT will submit SWIFT invoices electronically to [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us). MPCA will make payments using the bilateral netting process in SWIFT.

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The total obligation of MPCA for all compensation and reimbursements to MnDOT under this Agreement will not exceed **\$75,000.00 (Seventy-five Thousand Dollars and Zero Cents)**.

### 4. Conditions of Payment

All services provided by MnDOT under this Agreement must be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's Authorized Representative.

### 5. Authorized Representative

MPCA's Authorized Representative is **Sarah Larsen**, 520 Lafayette Road N, St. Paul, MN 55155, 651-757-2517, [sarah.larsen@state.mn.us](mailto:sarah.larsen@state.mn.us), or successor.

MnDOT's Authorized Representative is **Julie Groetsch**, 395 John Ireland Blvd; St Paul, MN 55155, 612-398-1460, [julie.groetsch@state.mn.us](mailto:julie.groetsch@state.mn.us), or successor or delegate.

### 6. Amendments

Except as provided in Clause 2, any amendment to this Agreement 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 agreement, or their successors in office.

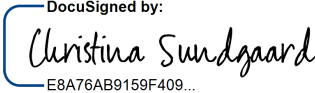
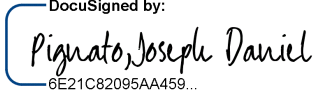
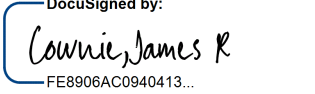
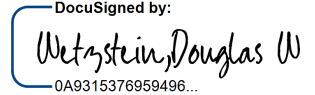
### 7. Liability

Each party will be responsible for its own acts and behaviors and the results thereof.

### 8. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

## Signatures

Title	Name	Signature	Date	Admin ID
Encumbrance Verification	Christina Sundgaard	 DocuSigned by: Christina Sundgaard E8A76AB9159F409...	August 30, 2021	
Director-land Management	Pignato, Joseph Daniel	 DocuSigned by: Pignato, Joseph Daniel 6E21C82095AA459...	August 30, 2021	
MnDOT Deputy Chief Counsel	Cownie, James R	 DocuSigned by: Cownie, James R FE8906AC0940413...	August 31, 2021	
Division Director	Wetzstein, Douglas W	 DocuSigned by: Wetzstein, Douglas W 0A9315376959496...	August 31, 2021	

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

---

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Transportation (DOT or Requesting Agency).

**1. Services to be Performed:**

The enterprise employee recruitment unit will provide support to and on behalf of cabinet-level agencies in the areas of diversity recruitment, recruiting for key hard to fill positions, and talent pipeline programs.

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Kristin Batson, Deputy Commissioner – Enterprise Employee Relations, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, [kristin.batson@state.mn.us](mailto:kristin.batson@state.mn.us), 651-259-3816.

DOT: Kim Collins, Deputy Commissioner, or their successor designated by the Commissioner, 395 John Ireland Blvd., St. Paul, MN 55155 [dawn.collins@state.mn.us](mailto:dawn.collins@state.mn.us) 651-366-4817.

**2. Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST: \$78,532**

You will receive an annual invoice from MMB in August 2021. This invoice should be paid within 30 days of receipt.

**3. Term of Agreement:**

This agreement is effective August 10, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

**4. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**Approval:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**2. Department of Transportation**

By: \_\_\_\_\_

(With delegated authority)

Title: Consultant Services Director

Date: \_\_\_\_\_

**3. Minnesota Management and Budget**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. MnDOT Contract Management**

By/Date: \_\_\_\_\_



**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**State Project Number (SP):** 3307-43

**Trunk Highway Number (TH):** 65

**Project Identification:** Snake River Mussel Relocation

This contract is between the Minnesota Department of Transportation ("MnDOT") and **Minnesota Department of Natural Resources** ("DNR").

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on **11/30/2022**, or the date that all obligations have been fulfilled and all deliverables have been approved by State, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 1150.
- 2.2. DNR will perform the duties and provide the deliverables described in Exhibit A.

**3. Consideration and Payment**

- 3.1. DNR will be paid as follows: A Lump Sum of \$7,000.00, upon completion and MnDOT's acceptance of all services.
- 3.2. DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this contract will be **\$7,000.00**.

**4. Conditions of Payment**

- 4.1. All services provided by DNR under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3. DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:
  - Name: Debbie Anderson
  - Address: Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 680  
St. Paul, MN 55155

Telephone: 651-315-6313  
E-Mail: [debbie.k.anderson@state.mn.us](mailto:debbie.k.anderson@state.mn.us)

5.2. MnDOT's Project Manager will be:

Name: Beth Brown  
Address: Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 620  
St. Paul, MN 55155  
Telephone: 651-366-4297  
E-Mail: [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us)

5.3. DNR's Authorized Representative will be:

Name: Mike Davis  
Address: Minnesota Department of Natural Resources  
2109 Lakeshore Drive South  
Lake City, MN 55041  
Telephone: 651-345-3331  
E-Mail: [mike.davis@state.mn.us](mailto:mike.davis@state.mn.us)

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, DNR must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DNR will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, DNR agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DNR's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;

- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DNR will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**10. Title VI/Non-discrimination Assurances.**

- 10.1. The DNR agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The DNR will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the DNR's compliance with this provision. The DNR must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the DNR's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

**DNR**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DNR Contract #198786

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

## **Mussel Relocation Scope of Work – TH 65 Bridge Project**

### **Project Overview**

During the project development process for Minnesota Department of Transportation (MnDOT) State Project 3307-43, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #6778 over the Snake River south of Mora, MN and, as a result, recommended that mussel relocation be completed to avoid impacts.

The relocation effort will be performed by the biologists from the DNR. The area from which mussels will be removed (salvage zone) will include all areas within the 'in water construction limits' provided in Figure 1. The salvage zone extends approximately 25 meters (m) upstream of the bridge, the bridge footprint (approximately 15 m), and approximately 30 m downstream of the bridge, for a salvage zone length of approximately 70 m long by 30 m wide (width of the river). The MnDOT Project Manager must approve any changes to the relocation site limits suggested by the DNR relocation team or by the DNR's Endangered Species Coordinator.

### **Task**

**Mussel Relocation** - The purpose of this task is to physically move all mussels within the salvage zone to an alternative suitable area (recipient site). The protocol to be followed is provided below.

### **Project Schedule**

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions. The relocation is anticipated to occur late summer/early fall of 2021.

*The project work is scheduled to begin upon execution of the contract and deliverables will be due by November 1, 2021 unless otherwise approved by the MnDOT Project Manager.*

### **Reporting**

MnDOT will require a written report to be submitted following relocation completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

### **Methods**

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.
- As the State Agency authorized to protect freshwater mussels, the DNR may adjust relocation methods in Section A II below, based on experience and professional judgement, however must document these changes/methods in the report.

#### **A. Mussel relocation methods:**

- I. Selection of a Recipient Site
  1. Prior to the relocation, a DNR Level 1-type reconnaissance survey will be conducted to identify an area of suitable habitat at least 30 m upstream of the upstream edge of the project impact zone (salvage zone). The recipient site should be similar in size to the project impact zone, and support a similar pre-existing mussel assemblage and mussel density to the project impact zone. The recipient site's substrate should not be greatly compacted such that relocated mussels will have difficulty burrowing into the substrate following relocation.
  2. Mussel density within the recipient site after completion of the relocation should be no more than double the pre-existing mussel density, and should not exceed 50 individuals per square meter.
  3. A downstream recipient site will be considered if no suitable upstream site can be found.

II. Salvage Zone Relocation Methods

1. For the purpose of quality control, between 24 and 48 hours in advance of beginning the relocation project, 20 randomly selected mussels of various sizes and species per acre of project impact zone will be collected from within the impact zone, marked by placing a dot of superglue or tag on the shell, and randomly and widely returned to the impact zone substrate from the water surface.
2. The relocation will be conducted by systematically removing all mussels from the project impact zone to a depth of 10-15cm. The relocation effort will not be considered adequate until 90% (18 per acre) of the mussels marked for quality control purposes have been found. All mussels will be held in submerged mesh bags until relocated.
3. Upon completion of the removal of mussels, a final Level 1-type timed search will be conducted in the relocation site. If the final search yields more than two mussels, relocation will continue until fewer than two mussels are found during a 20 minute search.
4. Each relocated mussel will be identified to species and a tally of the total number of relocated individuals of each species will be maintained.
5. Each relocated specimen of an endangered or threatened species will be measured for length, aged by counting annual growth arrest lines, and marked with a slash line, dot of colored and rubberized superglue, or glued tag.
6. Presence of zebra mussels on any relocated native mussel will be noted. Zebra mussels will be removed from any specimen of an endangered or threatened species.
7. Additional relocation details will be determined in consultation with DNR staff and specified in the DNR project-specific approval.

III. Placement of Mussels In Recipient Site

1. Specimens of endangered or threatened mussel species will be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Other species may be returned to the substrate from the water surface.

B. The mussel relocation report must include, at a minimum:

1. Map or aerial photo clearly identifying the salvage zone
2. Map or aerial photo clearly identifying the recipient site
3. GPS coordinates of the corners of the recipient site
4. Methods used and results of determining mussel species and density present at the recipient site prior to the relocation
5. Number of specimens of each species relocated
6. The length and age estimate, and method of marking for each specimen of endangered or threatened species relocated

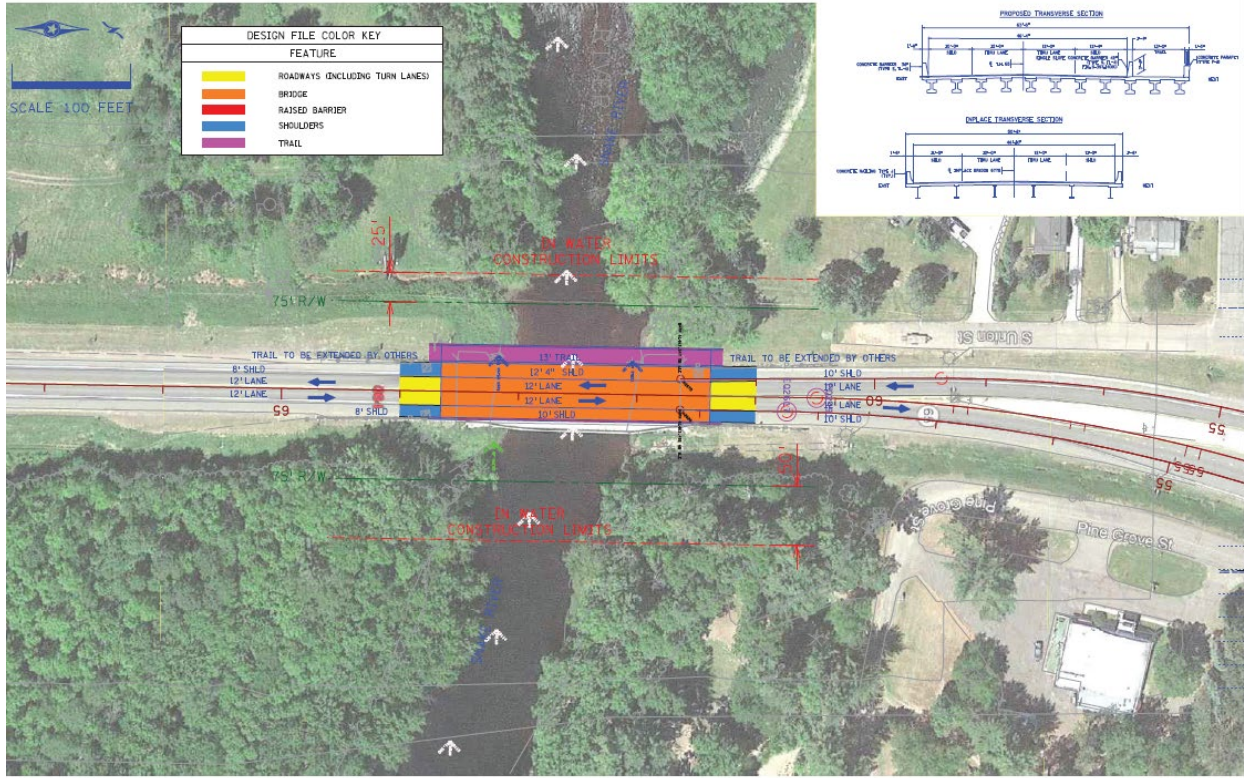
*NOTE: If a federally listed mussel species is encountered during relocation, the DNR must contact Ryan Foley, MnDOT Fish and Wildlife Specialist, [ryan.foley@state.mn.us](mailto:ryan.foley@state.mn.us).*

**Deliverables**

DNR will prepare a relocation report that includes the information described above. The report will be delivered via email in PDF format.



Figure 1. Snake River Project Area and Salvage Zone



**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_%

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1048129

Contract Expiration Date: November 30, 2022

SP Number: 3307-43 TH Number: 65

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Invoice Date: \_\_\_\_\_

	<b>Total Contract Amount</b>	<b>Total Billing to Date</b>	<b>Amount Previously Billed</b>	<b>Billed This Invoice</b>
Lump Sum Amount	\$7,000.00			
<b>Net Earning Totals:</b>	\$7,000.00			
<b>Total Amount due this invoice:</b>				\$

**Contractor: Complete this table when submitting an invoice for payment**

<b>Source Type</b>	<b>Total Billing to Date</b>	<b>Amount Previously Billed</b>	<b>Billed This Invoice</b>
1150			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor:

**Minnesota Department of Natural Resources**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *July 23, 2021* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$165.00-185.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Seema Desai or her/his successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is Kristin Batson or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**6 Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered  
as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed:

**Nicole**

Digitally signed by

Nicole Peszynski

Date:

**Peszynski**

Date: 2021.08.04

16:18:33 -05'00'

P.O./SWIFT #: 3000603499

**3. DEPARTMENT OF TRANSPORTATION**

Signed:

**Melissa  
Brand**

(with delegated authority)

Digitally signed  
by Melissa Brand

Date: 2021.08.06

08:35:39 -05'00'

Title:

Date:

**2. MINNESOTA MANAGEMENT AND BUDGET**

Signed:

(with delegated authority)

Title:

Chief Financial Officer

Date: 08-10-2021

**4. MNDOT CONTRACT MANAGEMENT**

BY/DATE:

**Kyle  
Fisher**Digitally signed  
by Kyle Fisher

Date: 2021.08.06

11:00:17 -05'00'



MnDOT Contract Number: 1048165

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**Federal Project Number:** TA 8822(061)**State Project Number (SP):** 8816-3231**Project Identification:** Minnesota Statewide Historic Inventory Project Application

This contract is between the Minnesota Department of Transportation ("MnDOT"), Minnesota Department of Administration ("ADMIN"), and Minnesota Geospatial Information Office ("MnGeo").

**Recitals**

1. This contract is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

**Contract****1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on **June 30, 2023**, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 1071.
- 2.2. MnGeo will perform the tasks and provide deliverables described in Exhibit A.

**3. Consideration and Payment**

- 3.1. MnGeo will be paid as follows: Unit Rate Basis according to the costs contained in Exhibit B.
- 3.2. MnDOT will pay up to \$685,131.98 of the total project costs (up to \$510,000.00 in Fiscal Year 2022 (contract execution through June 30, 2022), and up to \$175,091.98 in Fiscal Year 2023 [July 1, 2022 through June 30, 2023]). ADMIN will pay \$10,000.00 of the total project costs in Fiscal Year 2022 (contract execution through June 30, 2022). The total obligation for all compensation and reimbursements to MnGeo under this contract will not exceed **\$695,091.98**.

**4. Conditions of Payment**

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnGeo will follow Minnesota Information Technology Services' (MNIT) practice of submitting monthly charges via MNIT computing services bill.
- 4.3. MnGeo will invoice MnDOT and ADMIN directly. Invoices will detail the total cost of the project, and also identify the MnDOT and ADMIN amount due.
- 4.4. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.

**5. Authorized Representatives****5.1. MnDOT's Authorized Representative (or their successor or delegate) will be:**

Name/Title: Dennis Wong  
Address: Minnesota Department of Transportation  
395 John Ireland Blvd., MS 680  
Saint Paul, MN 55155  
Telephone: 651-366-4604  
E-Mail: Dennis.Wong@state.mn.us

**5.2. MnDOT's Project Manager (or their successor or delegate) will be:**

Name/Title: Jacob Foss/Archaeologist  
Address: Minnesota Department of Transportation  
395 John Ireland Blvd., MS 620  
Saint Paul, MN 55155  
Telephone: 651-366-3616  
E-Mail: Jacob.Foss@state.mn.us

**5.3. ADMIN's Authorized Representative (or their successor or delegate) will be:**

Name/Title: Amy Spong/Division Director & Deputy State Historic Preservation Officer  
Address: Minnesota Department of Administration - State Historic Preservation Office  
Administration Building #203  
50 Sherburne Ave.  
Saint Paul, MN 55155  
Telephone: 651-201-3288  
E-Mail: Amy.Spong@state.mn.us

**5.4. MnGeo's Authorized Representative (or their successor or delegate) will be:**

Name/Title: Dan Ross/Chief Geospatial Information Officer  
Address: Minnesota Geospatial Information Office  
658 Cedar Street, Room 300  
Saint Paul, MN 55155  
Telephone: 651-757-2550  
E-Mail: Dan.Ross@state.mn.us

**6. Amendments****6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.****7. Liability****7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.****8. Termination****8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.****9. Plain Language; Accessibility Standards****9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in**



Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

## **10. Contractor Payment Form Requirement**

- 10.1. If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

## **11. Subcontractor Reporting**

- 11.1. The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this contract may exceed \$500,000.00, including all extension options, MnGeo must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, MnGeo will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

## **12. Telecommunications Certification**

- 12.1. By signing this contract, the MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The MnGeo will include this certification as a flow down clause in any contract related to this contract.

## **13. Title VI/Non-discrimination Assurances.**

- 13.1. The MnGeo agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The MnGeo will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the MnGeo's compliance with this provision. The MnGeo must

cooperate with State throughout the review process by supplying all requested information and documentation to State, making the MnGeo's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

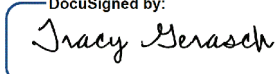
**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MNIT**

Signed:  \_\_\_\_\_  
58BF08075AF6441...

Title: Procurement Director

Date: 9/13/2021

**MnDOT CONTRACT MANAGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**ADMIN**

Signed:  \_\_\_\_\_

Title: Director & Deputy State Historic Preservation Officer

Date: 09/29/2021

**Exhibit A: Specifications, Duties, and Scope of Work****OBJECTIVE**

The Minnesota State Historic Preservation Office (SHPO) over the course of 50 years has acquired, compiled, and produced a large amount of hardcopy and digital data, including 107,000 inventory and site forms, 10,000 reports, photos, documents, maps, and more. Limited digital data has been maintained to track hardcopy documents, and SHPO staff currently uses several Microsoft Access (Access) databases that are not integrated: historic inventory, archaeology, compliance, National Register of Historic Places (NRHP), reports, and Tax Act. Additionally, the SHPO does not have a cultural resource geographic information system (CRGIS) that can be used to search, view, analyze, and retrieve various cultural resource data.

The SHPO's objective is to develop a spatially enabled Cultural Resource Information System (CRIS) that will replace other independent databases to efficiently integrate the vast amounts of data that exist in both hardcopy and digital formats; and support a revised business process for the effective management of the programs for which SHPO is responsible. This new system will result in more efficient internal processes and procedures; improved coordination and communication with external constituents; allow for more informed decision-making with respect to impacts projects will have on historic and cultural resources; and increased accessibility to data.

The application to be developed under this agreement focuses on several foundational tasks towards achieving this objective. In the future the SHPO will build out, link to, or otherwise leverage this application to create technical solutions for other business needs.

The following projects are completed or ongoing that will support the tasks in this agreement:

- A. Fiscal Year (FY) 2020, 2021 & 2022 – Architecture/History Inventory Form, Archaeological Site Form, and National Register File Organization & Scanning
- B. FY 2020 & 2021 – Business Analysis & Data Entry of Backlog
- C. FY 2020, 2021 & 2022 – Geolocating and GIS Correction of Historic Inventory Access Database Records

**EXPECTATIONS & PARAMETERS**

The Total Obligation of the contract shall not be exceeded without prior notification and written approval in the form amendment(s) signed by all parties.

- A. In some instances, it may be necessary for staff from the MnDOT and SHPO team (Clients) and MnGeo to revise the list of deliverables, staff and timelines as work proceeds.
- B. All rates are subject to annual and/or periodic rate adjustments as jointly approved by the State's Chief Information Officer and the Commissioner of Minnesota Management and Budget as part of the rate change process.
- C. Hours may be shifted between tasks as necessary after discussion with the Clients' primary contact. MnGeo staff assigned to complete a task will reflect the complexity of the task and availability of appropriate staff.
- D. MnGeo reserves the right to modify these service levels detailed in the Service Level Objectives with proper notification to Clients.
- E. Timeline - Products and services will be provided throughout the duration of this agreement.

**DEFINITIONS**

- A. Historic Inventory - An inventory of properties surveyed including survey reports, inventory and site forms, and research designs, including both architectural and archaeological resources (*Historic Preservation Fund Manual, 2007*). The SHPO currently maintains records related to the historic inventory across several Access databases: historic, archaeology, NHRP, and reports.
- B. Historic inventory Access database records (Records) - Inventoried properties that are currently, or would be under the existing SHPO workflow, managed within SHPO's historic inventory Access database. If a NHRP property is included in the historic inventory Access database, then it is also considered a historic inventory database record.
- C. Historic Preservation Fund (HPF) - Grants-in-aid program authorized by the National Historic Preservation Act (NHPA) and authorizes the United States Secretary of the Interior to issue regulations for State Historic Preservation Programs and awards matching grants to state for the purposes of carrying out the NHPA.

**Exhibit A: Specifications, Duties, and Scope of Work**

- D. Survey and Inventory Program - One of several program areas that SHPO is responsible. Survey is activity directly pertinent to the location, identification, and evaluation of historic and archaeological resources. Inventory activity relates to the maintenance and use of previously gathered information on historic and archaeological resources.

**Note:** In the past, the Clients' and MnGeo project team working on this application and the other projects that support this application had been using the term "Historic Inventory" during scoping, meetings, correspondence, and requirements gathering. It is understood by all parties that the scope of this contract involves only Records and that for all previous references to "Historic Inventory" the definition of the Records should be applied. Any other work related to the SHPO's Historic Inventory or Survey and Inventory Program is out of scope for this contract.

**SCOPE**

The MnGeo will create a new web-based application that will:

1. Have geospatial layers of all Records.
2. Replace the Historic Inventory Access database and PDF form with a web-based database and form.
3. Provide access to scanned and uploaded Records files.
4. Allow for the digital upload of new Records data from external users
5. Have role-based access and be a user-friendly application.

**WORK PLAN**

The MnGeo will perform the following tasks:

**1.0 Provide access to publicly available data as it pertains to Records (unauthenticated users application (public))****1.1 Setup web application.**

- 1.1.1. Develop one public feature service (reference layer) for development environment.
- 1.1.3. Deployment to production environment.
- 1.1.4. Develop and test an ArcGIS Online application and deploy to production environment.
- 1.1.5. Review data and verify that it meets requirements.

**2.0 Provide users web-access to Records data (authenticated users application)**

- 2.1 Develop one feature service for development environment.
- 2.2 Deployment to production environment.
- 2.3 Develop and test an ArcGIS Online application and deploy to production environment.
- 2.4 User Security configuration.
- 2.5 ArcGIS Online account and group setup and management.
- 2.6 View Records on an interactive online map. Navigate around the interactive map. Viewer Functions like find address, measure etc.

**3.0 Software Development**

- 3.1. Provide authenticated users the capability through a web-application to request to reserve Record Inventory Numbers (RIN) for project work so manual requests to SHPO do not need to be made to reserve RIN when project work is initiated by data submitters.
- 3.2. Provide authenticated users web-access to enter new or updated Records and electronically submit all accompanying information needed after reserving RIN.
  - 3.2.1. Include an editor (user) to submit single or multiple forms and accompanying data.
  - 3.2.2. Provide authenticated users (partnering organization) the capability through a web application to review the Records entry form submitted by consultants. Include another Records form for partnering organization to input comments and status. This includes creating another web application and Survey123 form for reviewer, User Security, configuration and ArcGIS Online account and group setup and management.
- 3.3. Records intake process.

**Exhibit A: Specifications, Duties, and Scope of Work**

- 3.3.1. Provide SHPO users the capability to review the Records data that the user submits to SHPO.  
Service-related work.
- 3.3.2. Develop and test an ArcGIS Online editing application or Survey123 form and deploy to production.
- 3.3.3. Extract, Transform, Load (ETL) automation.
- 3.3.4. Review Records data.
- 3.3.5. Host and manage location for scanned documents.
- 3.4. Provide training to SHPO staff, and work in collaboration with SHPO subject matter experts (SMEs) to provide a help section information (“How To” documentation) to users.
  - 3.4.1. Develop solution to manage scanned Records documents.
  - 3.4.2. Set up development and production database; and migrate existing data.
- 3.5. Set up Email notifications.
  - 3.5.1. Create Free Text functionality which allows free text searches against new database and PDF documents.

**4.0 Project Administration and Project Management**

- 4.1. General project management services including status reports, meetings with clients, tasks and deliverables definitions and creation, and project communication.
- 4.2. Business analysis - Detailed requirements gathering.
- 4.3. Quality Assurance/Quality Control (QA/QC) all applications and services.
- 4.4. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.

**5.0 System Maintenance and Infrastructure**

- 5.1. Infrastructure - Provide server resources for the application. This includes:
  - 5.1.1. Two servers for Amazon Web Services (AWS) system for production environment – duration: 24 months.
  - 5.1.2. Two servers for Amazon Web Services (AWS) system for development environment – duration: 24 months.
- 5.2. System administration services for 24 months.
- 5.3. Extra storage of 1.7 million scanned documents (\$50/month for 24 months) up to 300 Gigabytes (GB) of space.
- 5.4. ArcGIS Online named users (estimated for 58 users charged \$120 per user).

**ASSISTANCE**

Under the terms of this agreement, Clients will:

- 1. Meet as needed with MnGeo staff to review the services being deployed, and other related topics as requested by Clients. Clients will create a team and a meeting schedule with MnGeo will be established.
- 2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
- 3. Acting through Clients’ primary contact for this contract, provide MnGeo with timely notification of any problems related to the service functions.
- 4. Test updates of services during defined test window, provide feedback as necessary, and provide a “stop deployment” message by a mutually defined date if appropriate.
- 5. Coordinate communications between MnGeo and interested parties within Clients’ staff, including project management, requirements gathering, change management, and scheduling.

**SERVICE LEVEL OBJECTIVES****1.0 Availability**

- 1.1 Unanticipated interruptions in services will be communicated as soon as possible after discovery.



**Exhibit A: Specifications, Duties, and Scope of Work****2.0 Incident Response Time**

- 2.1. Incident notifications and service requests related to unavailability of the Clients' services will be acknowledged within 4 business hours of the notification if reported through standard incident notification channels Monday – Friday, 8:00 AM - 4:30 PM. Incidents involving performance will be prioritized and attempted to be resolved within 8 business hours of notification or less Monday – Friday, 8:00 AM - 4:30 PM. Should services become unavailable outside of these timeframes they will be responded to in the next business day.
- 2.2. Within normal business hours, MnGeo will acknowledge website operational problems within 4 hours identified by the Clients and reported to MnGeo through the Clients' primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by the Client's staff and reported to MnGeo through the Clients' primary contact. MnGeo staff will keep the Clients' primary contact apprised of needed repairs and anticipated timelines to complete repairs.
- 2.3. Business Hours: 8:00 AM – 4:30 PM, Monday – Friday except for holidays. Extraordinary situations involving activation of a Continuity of Operations Planning (COOP) plan or disaster recovery plan may impact MnGeo ability to meet the incident response times. MnGeo will notify all customers in these situations.

**3.0 Environments**

- 3.1. The infrastructure used to support the Clients' service will consist of multi-tenant deployment of cloud infrastructure designed to support the Clients' application and database. The current architecture will isolate the system and dependencies to avoid impacting service availability or performance. The Clients' application will be deployed to distinct production and non-production staging environments in accordance with Minnesota IT Services (MNIT) Data Management Standards. Non-production staging will be used to test all changes to the operating systems or application layer configurations. Clients' application stewards will be required to perform acceptance testing on changes made within the non-product staging environment and must communicate acceptance before changes can be promoted to the production environment.

**4.0 Change Management**

- 4.1. System changes initiated by either party will require planning and testing in a non-production environment. Clients' application stewards will be required to receive notifications regarding planned changes and perform acceptance testing prior to the production release.
- 4.2. When upgrades are instituted, MnGeo will review the platform to ensure all core components are operational. Clients will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.

**5.0 Maintenance Windows**

- 5.1. MnGeo performs planned maintenance on Clients' infrastructure during the following maintenance windows unless otherwise agreed upon by all parties:
  - A. Non-production: Second Monday of each month 5:30 PM – (next business day) Tuesday, 8:00 AM.
  - B. Production: Second Wednesday of each month 5:30 PM – (next business day) Thursday, 8:00 AM.
- 5.2. Occasionally planned maintenance may require an interruption in service, however, if an interruption in service is expected during these times, advanced notification will be provided to Clients and business contacts. MnGeo will provide Clients with a minimum of one-hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
- 5.3. MnGeo staff will provide the Clients with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system/software changes. In each case, MnGeo will apprise the Clients of potential problems associated with these changes. MnGeo will follow IT best practices of making

**Exhibit A: Specifications, Duties, and Scope of Work**

changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.

- 5.4. In addition to these times, MNIT Managed Hosting has their own maintenance windows to accommodate patching. Advanced notification will be provided to Clients and business contacts.
- 5.5. If additional resources are required for the shared environment specifically because of the Clients' deployments or at a request for additional resources by the Clients' primary contact, the Clients' infrastructure costs will be increased accordingly.

**6.0 System Monitoring**

- 6.1. The Clients' hosting systems managed by MnGeo will be monitored for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MNIT Managed hosting. Alerts will be configured to notify MnGeo staff of performance issues. Issues and resolution will be communicated to the Clients' application stewards.

**7.0 Application Deployments and Data Source Updates**

- 7.1. Changes to the Clients' application requiring code deployments or updates to the data that require elevated permissions to the servers or database management system will be performed by MnGeo upon request.
- 7.2. The frequency of deployments or data updates is dependent on project budget and MnGeo availability and require at least a 2-week notice to begin the process with changes being carried out during designated maintenance windows.

**8.0 GIS System Audits and Updates**

- 8.1. All systems used to support the Clients' application must be assessed for currency of software yearly as part of the contract scope. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems. All systems must be running an acceptable version of software according to the MnGeo Standard Operating Environment or must be updated within the billing period.
- 8.2. Updates may require customer involvement to facilitate application testing and acceptance to verify required updates do not result in breaking changes.
- 8.3. In addition to MINT Managed Hosting Operating System (OS) updates, yearly updates to the system will be performed by MnGeo staff under the agreement to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment. ArcGIS Server and other required software installed on the OS will be audited yearly and updated to be no more than one major version release behind the current stable version. Exceptions will be documented and communicated to the customer for prioritization in future agreements.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

Direct Labor Costs		GIS - Basic (Product Code: 8PSMG1)		GIS - Intermediate (Product Code: 8PSMG2)		GIS - Advanced (Product Code: 8PSMG3)		Total
Task								
Task 1:								
Provide access to publicly available data as it pertains to Records (unauthenticated users application (public))								
		0		390		390		780
Task 2:								
Provide users web-access to Records data (authenticated users application)								
		0		690		540		1230
Task 3:								
Software Development								
		0		2081		990		3071
Task 4:								
Project Administration and Project Management								
		0		0		1510		1510
Task 5:								
System Maintenance and Infrastructure								
		0		0		160		160
Total Hours		0		3161		3590		6751
Hourly Rate	\$	69.56	\$	89.58	\$	101.44		
Total Direct Labor Costs:	\$	-	\$	283,162.38	\$	364,169.60	\$	647,331.98
Direct Expenses (must provide documentation)								
Description		Units		Unit Rate		Duration (Months)		Total
AWS System (Product Code: 8MGEO5) - Production Environment								
		2	\$	100.00		24	\$	4,800.00
AWS System (Product Code: 8MGEO5) - Development Environment								
		2	\$	100.00		24	\$	4,800.00
Extra Storage (Product Code: 8182)								
		N/A	\$	50.00		24	\$	1,200.00
Named Users - ESRI (Product Code: 8182)								
		58	\$	120.00		N/A	\$	6,960.00
GIS Services - Subcontractor								
		100	\$	300.00		N/A	\$	30,000.00
Total Direct Expenses							\$	47,760.00
TOTAL CONTRACT AMOUNT								
							\$	695,091.98

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

<b>State Project Number:</b>	<b>Payment Reporting Period:</b>	<b>to</b>	<b>Prime Contractor:</b>
<b>Invoice Number:</b>	<b>Date Paid by State:</b>		<b>Subcontractor:</b>

**Submittal Instructions:** Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)		(F) DBE? (indicate)	(G) Description of Work	(H) Subcontract Amount
1.			1.	1.
2.			2.	2.
3.			3.	3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.			1.	1.
2.			2.	2.
3.			3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:			Phone Number:	Fax Number:

(This form may be submitted in an alternate format)

**Contractor Payment Form Instructions:**

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

*If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073*

# MAD Project Number: 2022-038

## INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation-Workforce and Agency Services

MAD Contact: Jake Granholm

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$6,325.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation-Workforce and Agency Services (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).



**1. Services to be Performed:**

The Division agrees that it will provide a team to conduct the “RBA in Half a Day” course for up to 55 participants in an online session on Wednesday, November 17, 2021. The cost of the session will be \$6,325.00.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Jake Granholm

Requesting Agency: Jocelyn Stein

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

The total amount the Division will invoice under this agreement shall not exceed \$6,325.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment will be requested upon successful completion of the online session.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency’s satisfaction, as determined at the sole discretion of the Requesting Agency’s Authorized Representative.

**5. Effective Dates:**

This agreement is effective September 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until November 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Jocelyn Stein. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**APPROVED:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



## MAD Project Number: 2022-078

### INTERAGENCY AGREEMENT

### for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation – Office of Transit and Active Transportation

MAD Contact: Barbara Deming

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$16,940.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: \_\_\_\_\_  
Number/Date/Entry Initials

Order: \_\_\_\_\_  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between Minnesota Department of Transportation – Office of Transit and Active Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155  
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Deming

Requesting Agency: Michelle Lichtig

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 116 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. In addition, the Division will charge up to \$700.00 for books and shipping costs. If the rate increases during the time period of this agreement, MAD will work with the client if needed to rescope the activities or amend the agreement to increase the encumbrance consistent with the new rate. The total amount the Division will invoice under this agreement shall not exceed \$16,940.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

This agreement is effective November 15, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representatives:**

The Requesting Agency's authorized representatives for the purposes of this agreement are Victoria Nill. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <b>Beth Bibus</b> Title: Date: Digitally signed by Beth Bibus Date: 2021.09.22 08:52:07 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

---

# Proposal

Minnesota Department of Transportation Office of Transit and  
Active Transportation — Facilitation Skills Training  
September 13, 2021

---

**Proposal prepared by:**

Barbara Deming

[Barbara.Deming@state.mn.us](mailto:Barbara.Deming@state.mn.us)



## **Acting Enterprise Director**

Beth Bibus

### **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

### **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

### **Alternative Formats**

This document can be made available in alternative formats upon request. Call 651-259-3800.

# Background

The Minnesota Department of Transportation Office of Transit and Active Transportation (MnDOT OTAT) provides financial and technical support to Regional Transportation Coordinating Councils (RTCCs) with a goal to fill transportation gaps, streamline access to transportation and provide individuals more options of where and when to travel. RTCCs consist of stakeholders interested in improving mobility for “transportation disadvantaged” – older adults, individuals with disabilities, individuals with low incomes, and/or military veterans. The RTCCs employ mobility managers to plan and facilitate stakeholder meetings in order to identify ways to bring together resources to fill transportation access gaps.

The OTAT project manager for this program has asked Management Analysis and Development (MAD) to work with the RTCC mobility managers to plan and deliver customized facilitation training to support their effective agenda planning and engagement of stakeholders in RTCC meetings. Metro area Transportation Coordination Assistance Project (TCAP) staff would also be included in the training.

## Products

MAD would provide the training in a way that engages mobility managers in discovering their unique facilitation needs, so that the training best fits their specific situations and builds ownership of the training outcome. In order to do this the MAD consultant would engage the mobility managers in all phases of the project, including:

1. Discovery of training needs and stakeholder meeting agenda planning
2. Training and materials design
3. Training delivery
4. Reconnecting after three - six months to share experiences/ask questions/consider next steps

The training would be based on content from MAD’s full Facilitation Skills Course.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be November 15, 2021 (or when the interagency agreement is signed) through June 30, 2022. If the interagency agreement is not signed by November 15, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

Activities	Hours
1. <b>Plan and facilitate half-day meeting of RTCC mobility managers to plan a typical stakeholder meeting agenda and identify stakeholder needs associated with successful stakeholder engagement.</b> The session would include creating a common framework for stakeholder meetings, including	12

Activities	Hours
<p>rational and experiential objectives, stakeholder profile and needs (including similarities and differences across districts), “what works/best practices” for engagement, how to engage committees, etc.</p> <p><i>Plan, facilitate and document results of one 3.5-hour meeting (agenda and meeting length TBD in consultation with client)</i></p>	
<p><b>2. Develop customized training and materials based on needs identified in step 1 above.</b> Components may include:</p> <ul style="list-style-type: none"> <li>• Effective facilitation planning for stakeholder meetings</li> <li>• Success factors for stakeholder engagement</li> <li>• Designing facilitation questions using ORID and Appreciative Inquiry</li> <li>• Ensuring meetings and materials are accessible</li> <li>• Considerations for virtual and in-person/hybrid meetings</li> </ul> <p><i>Develop customized materials and plan training delivery including design of remote training workspace (Mural, Padlet, etc.) and online training evaluation tool.</i></p>	40
<p><b>3. Deliver training to RTCC mobility managers</b> via Zoom, using Mural and/or other collaboration software tools to both deliver content and demonstrate effective engagement in remote meeting environments. MAD would include an optional one-hour drop-in session 1-2 days before the first course to introduce Mural to anyone who would like to become familiar with the tool ahead of time. These sessions would be conducted on Zoom and would be recorded for use in onboarding new staff.</p> <p><i>Two instructors present two 3-hour sessions on different days, and administer and compile evaluation results.</i></p>	24
<p><b>4. Reconnect with mobility managers after three - six months to share experiences/ask questions/consider next steps.</b> The consultant would work with the client to review evaluation results and plan follow-up session to reinforce skills, and develop structure/format for ongoing sharing of experiences and learning together among the mobility managers.</p> <p><i>Plan, facilitate and document results of one 3-hour meeting.</i></p>	12

Activities	Hours
<b>5. Meet with client as needed to schedule meetings, plan staff communications, and ensure training is aligned with client needs.</b>	10
Subtotal	98
Books – MAD would buy and mail to participants copies of <i>Facilitator’s Guide to Participatory Decision-Making</i> , which is referenced in the course and may continue to be used as a practical resource beyond the course. <i>Buy and mail 20 copies of the book to participants at their preferred address</i>	\$700
Project management, including client communication (18%)	18
<b>Total hours</b>	<b>116</b>
<b>Total costs (116 hours times \$140 + \$700)</b>	<b>\$16,940</b>

## Clients and Consultants

The primary client contact would be Michelle Lichtig, OTAT project manager. The MAD project lead would be Barbara Deming; other MAD consultants would also provide services to the client.

## Client Responsibilities

The client would be responsible for communicating with mobility managers and scheduling events, and would provide MAD with training participants’ e-mail addresses for sending training evaluation link. The client would also provide copies of John Kaner’s book, *Facilitator’s Guide to Participatory Decision-Making* for use by participants in the training.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development’s billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



<b>Minnesota Department of Public Safety (“State”)</b> Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	<b>Grant Program:</b> 2021 Motor Carrier Safety Administration Program (MCSAP) <b>Grant Agreement No.:</b> A-MCSAP21-2021-MNDOT-001 <b>MnDOT Contract:</b> 1048615
<b>Grantee:</b> Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 7/01/2021 <b>Expiration Date:</b> 09/30/2022
<b>Grantee’s Authorized Representative:</b> William Gardner, Transportation Operations Manager, MnDOT-OFCVO Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155 (651) 366-3665 <a href="mailto:William.Gardner@state.mn.us">William.Gardner@state.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement \$ 1,176,225.68 Matching Requirement \$ 207,569.24
<b>State’s Authorized Representative:</b> Captain Jon Olsen, District 4700 Commander Minnesota State Patrol Commercial Vehicle Section 1110 Centre Point Curve, Suite 410 Mendota Heights, Minnesota 55120 (651) 350-2012 <a href="mailto:Jonathan.olsen@state.mn.us">Jonathan.olsen@state.mn.us</a>	Federal Funding: CFDA 20.218 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. The effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2021 Motor Carrier Safety Administration Program (MCSAP) Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 1110 Centre Point Curve, Suite 410, Mendota Heights, MN 55120. The Grantee shall also comply with all requirements referenced in the 2021 Motor Carrier Safety Administration Program (MCSAP) Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by



the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

#### 1. ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

#### 3. STATE AGENCY

Signed: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Contract Agreement No. A-MCSAP21-2021-MNDOT-001 P.O. No. 3000075089

Project No.(indicate N/A if not applicable): NA

#### 2. GRANTEE

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable statute or delegation.*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### 4. MNDOT CONTRACT MANAGEMENT

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



2021 Motor Carrier Safety Assistance Program

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-MCSAP21-2021-MNDOT-001

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Fringe Benefits				
Fringe	\$248,220.29	\$43,803.58		
<b>Total</b>	\$248,220.29	\$43,803.58		
Indirect Costs				
Indirect Costs	\$161,834.60	\$28,559.05		
<b>Total</b>	\$161,834.60	\$28,559.05		
Other				
Other	\$30,087.79	\$5,309.61		
<b>Total</b>	\$30,087.79	\$5,309.61		
Personnel				
Salary	\$694,322.50	\$122,527.50		
<b>Total</b>	\$694,322.50	\$122,527.50		
Supplies				
Supplies	\$13,710.50	\$2,419.50		
<b>Total</b>	\$13,710.50	\$2,419.50		
Travel				
Travel	\$28,050.00	\$4,950.00		
<b>Total</b>	\$28,050.00	\$4,950.00		
<b>Total</b>	\$1,176,225.68	\$207,569.24		

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

---

Pursuant to Minnesota Statutes, Sections 471.59, 4.045, and 16A.055, this is an agreement between Minnesota Management and Budget (MMB) and Minnesota Department of Transportation (DOT or Requesting Agency).

**1. Services to be Performed:**

The Office of Inclusion will lead the development and implementation of proactive diversity, equity, and inclusion programs which will support the State's diversity and inclusion strategic plan. The Office of Inclusion will also provide strategic guidance and direction across the enterprise and support the Governor's Diversity, Inclusion, and Equity Council.

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Chris Taylor, Chief Inclusion Officer, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, [chris.taylor@state.mn.us](mailto:chris.taylor@state.mn.us), 651-201-3453.

DOT: Dawn Collins, Deputy Commissioner, or their successor designated by the Commissioner, 395 John Ireland Blvd., St. Paul, MN 55155 [kim.collins@state.mn.us](mailto:kim.collins@state.mn.us) 651-366-4817.

**2. Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST: \$63,760.00**

You will receive an annual invoice from MMB in October 2021. This invoice should be paid within 30 days of receipt.

**3. Term of Agreement:**

This agreement is effective October 12, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

**4. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**Approval:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Margaret

Anderson Kelliher

Date: \_\_\_\_\_

Digitally signed by  
Margaret Anderson Kelliher  
Date: 2021.10.11 16:54:49  
-05'00'

**3. Minnesota Management and Budget**

By: \_\_\_\_\_

(with delegated authority)

Title: Chief Financial Officer

Date: 10-11-2021

**2. Minnesota Department of Transportation**

Margaret Anderson

By: Kelliher

(With delegated authority)

Digitally signed by Margaret Anderson  
Kelliher  
Date: 2021.10.11 16:08:24 -05'00'

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.55 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and Department of Transportation (DOT or Requesting Agency)

**1. Services to be Performed:**

MMB will provide the following services:

- Administration, maintenance, and upgrades for the Enterprise Learning Management system
- Enterprise employee engagement and inclusion survey, which is conducted every two years
- Post-survey follow-up coaching and support to agencies
- Annual required training and policy acknowledgements for all employees
- Continuation of LinkedIn Learning offered to 10,000 employees
- Development of other eLearning needed by the enterprise

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Kristin Batson, Deputy Commissioner – Enterprise Employee Resources, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

DOT: Kim Collins, Deputy Commissioner, or their successor designated by the Commissioner, 1450 Energy Park Drive, St. Paul, MN 651-361-7633 dawn.collins@state.mn.us 651-366-4826.

**2. Consideration and Terms of Payment:**

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST: \$141,439.00**

You will receive an annual invoice from MMB in November 2021. This invoice should be paid within 30 days of receipt.

**3. Term of Agreement:**

This agreement is effective November 16, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

**4. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**Approval:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Nicole Digitally signed by  
Peszynski Nicole Peszynski  
 Date: 2021.11.15  
11:23:58 -06'00'

**2. [Department of Transportation]**

By: \_\_\_\_\_  
 (With delegated authority)

Title: Kristi Digitally signed by Kristi  
Schroedl Schroedl  
 Date: 2021.11.15 13:51:50  
-06'00'

**3. Minnesota Management and Budget**

By: \_\_\_\_\_  
 (with delegated authority)

Title: Chief Financial Officer

Date: 11-15-2021

**4. MnDOT Contract Management**

By/Date: Ryan Digitally signed  
Gaulke by Ryan Gaulke  
 Date: 2021.11.15  
15:17:31 -06'00'



## Grant Contract Agreement

Page 1 of 3

<b>Minnesota Department of Public Safety (“State”)</b> Office of Traffic Safety 445 Minnesota Street Suite 1620 St. Paul, Minnesota 55101	<b>Grant Program:</b> 2022 NHTSA funding RFP- TZD Regional Coordination <b>Grant Contract Agreement No.:</b> A-COORD22-2022-MNDOT-003
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic Engineering 1500 West county Road B-2 Roseville, MN 55113-0000	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 10/1/2021 <b>Expiration Date:</b> 9/30/2023
<b>Grantee’s Authorized Representative:</b> Jodi Hreha Minnesota Department of Transportation Office of Traffic Engineering 1500 West county Road B-2 Roseville, MN 55113-0000 <a href="mailto:jodi.hreha@state.mn.us">jodi.hreha@state.mn.us</a> 651-234-7683	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 530,000.00 Matching Requirement \$ 0.00
<b>State’s Authorized Representative:</b> Shannon Ryder Office of Traffic Safety 445 Minnesota Street Suite 1620 St. Paul, Minnesota 55101 <a href="mailto:Shannon.ryder@state.mn.us">Shannon.ryder@state.mn.us</a> 651-201-7082	Federal Funding: CFDA 20.600 FAIN: 69A37520300004020MN0 State Funding: None Special Conditions: Attached and incorporated into this grant contract agreement. See page 3

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. The effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2022 NHTSA funding RFP -TZD Regional Coordination (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at Office of Traffic Safety 445 Minnesota Street Suite 1620 St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2022 NHTSA funding RFP- TZD Regional Coordination Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



## Grant Contract Agreement

Page 2 of 3

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: Gale Rohde Digitally signed by Gale Rohde  
 Date: 2021.12.16 09:52:51 -06'00'

**3. STATE AGENCY**

Craig Flynn, Deputy Director Digitally signed by Craig Flynn, Deputy Director  
 Date: 2021.12.15 14:00:35 -06'00'

Signed: \_\_\_\_\_  
 (with delegated authority)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Grant Contract Agreement No./PO. No. A-COORD22-2022-MNDOT-003 /3000076029  
 Project No: 22-06-07

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable statute or delegation.*

Signed: Brian Sorenson Digitally signed by Brian Sorenson  
 Date: 2021.11.16 12:41:14 -06'00'

Print Name: Brian Sorenson

Title: MnDOT State Traffic Engineer

Date: \_\_\_\_\_

Signed: Kyle Fisher Digitally signed by Kyle Fisher  
 Date: 2021.12.09 08:24:40 -06'00'

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: DPS/FAS  
 Grantee  
 State's Authorized Representative

Kelli Peters Digitally signed by Kelli Peters  
 Date: 2021.12.08 15:49:14 -06'00'

Special Conditions:

\$265,000.00 is available October 1, 2021 through September 30, 2022.

\$265,000.00 is available October 1, 2022 through September 30, 2023. These funds are only available to the grantee to spend upon receipt of funds from the National Highway Traffic Safety Administration and notification by the State.



2022 NHTSA Funding RFP - TZD Regional Coordination

EXHIBIT A  
A-COORD22-2022-MNDOT-003  
MnDOT Contract No. 1048915

Organization: Transportation, Department of (MNDOT)

Budget Summary

FFY22				
<b>Budget Category</b>		<b>Requested Amount</b>		<b>Match</b>
Salary / Fringe for Regional Coordinators				
Funding for MnDOT Regional Coordinators		\$237,000.00		\$0.00
<b>Total</b>		\$237,000.00		\$0.00
Out-State Travel				
Travel Reimbursement for Training for TZD Regional Coordinators		\$28,000.00		\$0.00
<b>Total</b>		\$28,000.00		\$0.00
<b>Total</b>		\$265,000.00		\$0.00
FFY23				
<b>Budget Category</b>		<b>Requested Amount</b>		<b>Match</b>
Salary / Fringe for Regional Coordinators				
Funding for MnDOT Regional Coordinators		\$237,000.00		\$0.00
<b>Total</b>		\$237,000.00		\$0.00
Out-State Travel				
Travel Reimbursement for Training for TZD Regional Coordinators		\$28,000.00		\$0.00
<b>Total</b>		\$28,000.00		\$0.00
<b>Total</b>		\$265,000.00		\$0.00
<b>Total</b>		\$530,000.00		\$0.00



## **MAD Project Number: 2022-136**

### **INTERAGENCY AGREEMENT**

### **for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: **Minnesota Department of Transportation – Operations**

---

**1. Services to be Performed:**

Management Analysis and Development (MAD) agrees that it will provide a project team to deliver its standard online RBA in a Half Day on Thursday, April 14, 2022 for MnDOT staff. The rate is \$5,175 for up to 45 participants. The rate includes a copy of the book "Trying Hard is Not Good Enough" for each participant.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: **Jake Granholm**

Requesting Agency: **Cynthia Gross**

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay MAD as follows:

The total amount the Division will invoice under this agreement shall not exceed **\$5,175.00.**

The Requesting Agency will pay MAD for services performed within 30 days of receipt of invoices submitted by MAD. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on services performed by MAD in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by MAD under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

**February 1, 2022**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **April 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is **Cindy Gross**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. State Encumbrance Verification  
(Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05)

Signed \_\_\_\_\_

Date \_\_\_\_\_

SWIFT Contract: 206072

SWIFT PO: 3000623777

2. Requesting Agency

MnDOT Contract Management

Signed \_\_\_\_\_

Signed/Date:

Date \_\_\_\_\_

3. Management Analysis and Development

Signed **Renda E** Digitally signed by  
**Rappa** Renda E Rappa  
Date: 2022.01.05  
12:48:11 -06'00'



MnDOT Contract Number: 1049887

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**Project Identification:** LRS Mapping OTE Enhancements

This contract is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023, or the date that all obligations have been fulfilled and all deliverables have been approved by MnDOT, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 0097.
- 2.2. MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

**3. Consideration and Payment**

- 3.1. MnGeo will be paid as follows: Unit Rate Basis according to the costs contained in Exhibit B.
- 3.2. The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this contract will not exceed \$106,663.40.

**4. Conditions of Payment**

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:
  - Name/Title: Michael Friberg, Contract Administrator
  - Address: 395 John Ireland Boulevard, St. Paul MN, 55155-1899
  - Telephone: 612-240-7199
  - E-Mail: [Michael.friberg@state.mn.us](mailto:Michael.friberg@state.mn.us)
- 5.2. MnDOT's Project Manager will be:
  - Name/Title: Nathan Drews
  - Address: 1500, West County Road B2, Roseville, MN 55113
  - Telephone: 651-234-7014
  - E-Mail: [Nathan.drews@state.mn.us](mailto:Nathan.drews@state.mn.us)

5.3. MnGeo Authorized Representative will be:

Name/Title: Alison Slaats, MnGeo Director/GIO  
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55115  
E-Mail: [Alison.slaats@state.mn.us](mailto:Alison.slaats@state.mn.us)

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

- 9.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**10. Telecommunications Certification**

- 10.1. By signing this contract, the MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the MnGeo does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of



any system or as critical technology as part of any system. The MnGeo will include this certification as a flow down clause in any contract related to this contract.

**11. Title VI/Non-discrimination Assurances.**

- 11.1. The MnGeo agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The MnGeo will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the MnGeo's compliance with this provision. The MnGeo must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making the MnGeo's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MNGEO**

DocuSigned by:

*Tracy Gerasch*

Signed: \_\_\_\_\_  
588E08075AF6441...

Title: Procurement Director \_\_\_\_\_

Date: 6/9/2022 \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**A. MnGeo deliverables, duties and responsibilities:**

This scope of work consists of a series of tasks as described below.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties. However hours may be shifted between tasks as necessary after discussion with MnDOT's primary contact without amending the agreement.

**B. Client deliverables, duties and responsibilities:**

Under the terms of this agreement, MnDOT's Team will:

1. Meet as needed with MnGeo staff to review the services being deployed, and other related topics as requested by MnDOT's staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to the service functions.
4. Test updates of services during defined test window, provide feedback as necessary, and provide a "stop deployment" message by a mutually defined date if appropriate.
5. Coordinate communications between MnGeo and interested parties within MnDOT staff, including project management, requirements gathering, change management, and scheduling.

Tasks	Description
<b>1</b>	<b>Enhancement Tasks</b>
1.2	Add query function for Route ID that would include both 'I' and 'D'
1.5	Get AADT for unsampled routes (minor streets, etc.). All routes should have an AADT value
1.6	Add begin/end reference post offset to trunk Sections
1.10	Add derived "Focus Area" and "Basic Crash Type" attributes to all crash data
1.11	Crash data - update location based on LRS
<b>2</b>	<b>Space Tool</b>
2.1	Display an online interactive map for both internal AND external users
2.2	Threshold – 19 aggregated factors
2.3	Length-weighted SPACE score for a roadway

2.4	Length-/area-weighted SPACE score
2.5	Export a report with score and factors
<b>3</b>	<b>Project Administration, Project Management, Business Analysis</b>
3.1	General management services including status reports, meetings with clients, detailed requirements gathering, tasks and deliverables definitions and creation, and project communication.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Breakdown	Product Code	Hours	Rates	Charges
<b>Staff</b>				
GIS Intermediate	8PSMG2	30	\$89.58	\$2,687.40
GIS Advanced	8PSMG3	695	\$101.44	\$70,500.80
PM/ BA Advanced	8PSPM3	330	\$101.44	\$33,475.20
<b>Total</b>		725		<b>\$106,663.40</b>

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *March 7, 2022* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Allison McGuire or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is Kristin Batson or his/her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.



EVERETT &amp; VANDERWIEL

**6 Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed:

Nicole

Date:

Peszynski

Digitally signed  
by Nicole  
Peszynski

Date: 2022.03.25  
11:23:34 -05'00'

P.O./SWIFT #: 3000634577/209773

**2. MINNESOTA MANAGEMENT AND BUDGET**

Signed:

(with delegated authority)

Title:

Chief Financial Officer

Date:

03-25-2022

**3. DEPARTMENT OF TRANSPORTATION**

Signed:

Seema Desai

(with delegated authority)

Title:

Date:

Digitally signed by Seema  
Desai  
Date: 2022.03.24 15:52:06  
-05'00'

**4. MNDOT CONTRACT MANAGEMENT**

BY/DATE:

Kyle

Fisher

Digitally signed  
by Kyle Fisher

Date:

2022.03.25  
12:33:14 -05'00'



MnDOT Contract Number: 1050342W01

**STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT**

Project Description: DNR Fracture Critical Bridge Inspections

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050342 is between the Minnesota Department of Transportation "MnDOT" and Department of Natural Resources "DNR" and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

**Work Order Contract**

---

**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 MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. DNR must not begin work under this Contract until ALL required signatures have been obtained and DNR has been notified in writing to begin such work by MnDOT's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on June 30, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A is attached and incorporated into this Work Order Contract.

**2. Nature of Work**

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - ☐ Contract Administration
  - ☐ Emergency Services
  - ☒ Professional/Technical Services
  - ☐ Roadway Maintenance

**3. Scope of Work**

- 3.1. The MnDOT will perform services under this Work Order summarized generally as follows: MnDOT will perform the tasks and provide the deliverables described in Exhibit A.

**4. Items provided or completed by the Parties**

- 4.1. The following will be provided or completed by DNR: List of fracture critical bridges required for inspections. See Exhibit A.

**5. Consideration of Payment**

- 5.1. The DNR will pay for all services performed by the MnDOT on an actual cost basis as follows:
  - 5.1.1. The following items will be reimbursable at their actual cost to the MnDOT:
    - i. Materials and supplies reasonably needed to perform the work; the current materials handling overhead rate will be added to materials and supplies issued out of inventory; and
    - ii. Equipment needed to perform the work, at its rental rate as established by the MnDOT; and
    - iii. Actual and reasonable costs of consultants and contractors engaged to perform the work; and
    - iv. Actual salary costs incurred by the MnDOT, at the normal rate of pay plus reasonable and customary labor additives.
    - v. Travel expenses reasonably and necessarily incurred in the performance of the work. Such travel expenses will be subject to the limitations contained in the "Minnesota Department of

Transportation Travel Regulations/Policy" in effect at the time the work is performed. Travel expenses must be filed within 30 days of the inspection.

- 5.1.2. The MnDOT must, upon request of the DNR, provide documentation showing a breakdown of cost claimed.
- 5.2. The DNR's obligation for all compensation and reimbursements to MnDOT will not exceed \$107,000.00 total for all years with a breakdown of each fiscal year as follows:
  - 5.2.1. FY23 / FY25 / FY27 = \$22,000 per each fiscal year
  - 5.2.2. FY24 / FY26 = \$20,500 per each fiscal

## 6. Terms of Payment

- 6.1. MnDOT will create and enter an invoice in SWIFT.
  - 6.1.1. DNR will be invoiced and make monthly payment for the actual cost of each bridge inspection during the previous month.
- 6.2. DNR will make payment using the bilateral netting process in SWIFT. Upon request of DNR, MnDOT must provide documentation showing the actual costs incurred.
- 6.3. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.

## 7. Authorized Representatives

- 7.1. MnDOT's Project Manager, for this Work Order is:
 

Name/Title:	Scott Theisen/ES - Bridge Const & Maint. Section, or successor
MnDOT -	Bridge Office
Street Address:	3485 Hadley Ave N
City State Zip:	Oakdale, MN 55128
Telephone:	651-366-4475
Email:	scott.a.theisen@state.mn.us
- 7.2. MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.
- 7.3. DNR's Project Manager for this Work Order is:
 

Name/Title:	Paul Ouren/Principal Bridge Engineer, or successor
Street Address:	1601 Minnesota Drive
City State Zip:	Brainerd, MN 56401
Telephone:	218-203-4387
Email:	Paul.ouren@state.mn.us
- 7.4. DNR's Project Manager for this Work Order is responsible for overseeing DNR'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.

## 8. Termination

- 8.1. **Termination by MnDOT or DNR.** DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to DNR. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** Either Party 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 or performance of the services covered here. Termination must be by written or fax notice to the other Party. DNR is not obligated to pay for any services that are provided after notice and effective date of termination. However, MnDOT will be

MnDOT Contract Number: 1050342W01

entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither Party will 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. A Party must provide the other Party notice of the lack of funding within a reasonable time of the first Party receiving that notice.

**9. Additional Provisions**

9.1. NONE

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**DNR**

DNR certifies that the appropriate person(s) have executed the contract on behalf of DNR as required by applicable articles, bylaws, resolutions or ordinances.

DocuSigned by:  
By: Gregory D. Kruse  
A4025EA23C0E42E...  
Title: Deputy Director  
Date: July 8, 2022

**DNR Contract #214306/PO 3-211962**

DS  
KM

**COMMISSIONER OF TRANSPORTATION**

DocuSigned by:  
By: Jay Hietpas  
C3D70706A96D484...  
Date: July 8, 2022  
Title: Assistant Commissioner

**COMMISSIONER OF ADMINISTRATION**

DocuSigned by:  
By: Ryan Gaulke  
C2FFB7FB2B684F9...  
Date: July 11, 2022

**EXHIBIT A – STANDARD TERMS****STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES**

1. MnDOT 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 MnDOT State Aid Division or on the [MnDOT website](#).
2. MnDOT will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. MnDOT will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of MnDOT to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by DNR. This written consent will in no way relieve DNR from its primary responsibility for performance of the work.
4. DNR and MnDOT are both responsible for maintenance and inspection of bridges within their respective jurisdictions and, as part of such responsibility, are required by the National Bridge Inspection Standards (CFR 23 Section 650 Subpart C) to perform hands-on/in-depth inspections of fracture critical bridges on a biannual basis; and MnDOT presently employs qualified bridge inspectors who are trained in performing hands-on/in-depth inspections of fracture critical bridges; and within the DNR road network there are 4 bridges that are classified as fracture critical.

**Scope of Work**

- A. DNR will provide MnDOT with the list of fracture critical bridges required for inspections. See below.
- B. Prior to performing any inspections, MnDOT will review previous inspection reports and as-built drawings of the bridges provided by DNR.
- C. MnDOT will supply DNR with a proposed schedule of inspection dates and discuss measures for necessary traffic control to perform the work. Traffic control will be provided by MnDOT. Any necessary flaggers needed for railroad overpass shall be scheduled and paid for by MnDOT. Scheduling will be proposed in conjunction with other inspections in the geographic area so as to minimize inspection costs. Routine inspection of “non-fracture critical elements” will also be performed by MnDOT at no extra cost during these inspections.
- D. DNR may have personnel available to provide assistance in performing the inspections at their convenience.
- E. MnDOT will provide necessary equipment including under bridge inspection vehicles, ladders, scaffolding, boats etc.
- F. Inspections will be performed by qualified Level II bridge inspectors with advanced training and experience in performing hands-on/in-depth inspections on fracture critical bridges.
- G. When necessary, bridge inspectors will perform non-destructive testing to determine remaining cross sectional area of steel components, determine soundness of pins and determine the presence of cracks in steel components.
- H. Inspections will be performed and documented in accordance with NBIS regulations.
- I. Critical findings will be reported to DNR within 24 hours.
- J. An inspection report will be provided to DNR within 60 days of completion of the inspections documenting condition of bridge components and any recommended follow-up actions.
- K. DNR maintains responsibility for NBI reporting to MnDOT as to condition of all bridges carrying public traffic. This responsibility includes performing quality control review by a registered professional engineer for all inspections performed on bridges within DNR jurisdiction.
- L. Bridges may be added or deleted from the scope of this agreement at DNR's request. No inspection work shall begin until written approval is given by DNR.



- M. DNR and MnDOT will meet in January each year to review the below DNR Fracture Critical Bridge Summary and, if needed, add or modify (modifications must be made by amendment) and review current charges and estimates for the year. MnDOT will facilitate these meetings.
- N. Invoices for the inspections including travel expense should be submitted within 30 days after submittal of the final inspection report. Invoices should include detailed information such as Bridge Number, Dates inspected, and Total Cost. Any work that is not within the below or approved in writing by the DNR will not be approved for payment.

#### List of Fracture Critical Bridges Required for Inspections

REGION	COUNTY	DIVISION	BRIDGE NO.	COMMENTS	COST
2	Lake	Parks	3459	Tettegouche State Park	\$5,000.00 for routine \$6,000.00 for fracture critical (FC)
2	Pine	Parks	58549	St. Croix State Park	\$4,500
2	St. Louis	Trails	69657	Gilbert OHV	\$11,000
4	Mower	Parks	R0529	Lake Louise State Park	\$10,000.00
1	Roseau	Fish and Wildlife	68536	Roseau River WMA Truss Bridge	\$6,000.00

#### Inspection schedule will be as follows:

Fiscal Year	Bridge	Month
2023	Roseau (BR 68536)	September
2023	Tettegouche State Park (BR 3459)-FC	October
2023	Lake Louise State Park (BR R0529)	October
2024	St. Croix State Park (BR 58549)	August
2024	Gilbert OHV (69657)	September
2024	Tettegouche State Park (BR 3459)-Routine	October
2025	Roseau (BR 68536)	September
2025	Tettegouche State Park (BR 3459)-FC	October
2025	Lake Louise State Park (BR R0529)	October
2026	St. Croix State Park (BR 58549)	August
2026	Gilbert OHV (69657)	September
2026	Tettegouche State Park (BR 3459)-Routine	October
2027	Roseau (BR 68536)	September
2027	Tettegouche State Park (BR 3459)-FC	October
2027	Lake Louise State Park (BR R0529)	October



MnDOT Contract Number: 1050342W06

**STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT**

Project Description: Provide Salt for Fort Snelling State Park.

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050342 is between the Minnesota Department of Transportation "MnDOT" and Department of Natural Resources "DNR" and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

**Work Order Contract**

---

**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 MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. DNR must not begin work under this Contract until ALL required signatures have been obtained and DNR has been notified in writing to begin such work by MnDOT's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on 06/30/2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A is attached and incorporated into this Work Order Contract.

**2. Nature of Work**

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - ☐ Contract Administration
  - ☐ Emergency Services
  - ☐ Professional/Technical Services
  - ☒ Roadway Maintenance

**3. Scope of Work**

- 3.1. State will perform services under this Work Order summarized generally as follows:
  - 3.1.1. Provide up to 25 tons of road salt (sodium chloride) per winter season at the current rate (per ton) from the Cedar Truck Station. See Exhibit A.
  - 3.1.2. Load the road salt onto the DNR's truck.
  - 3.1.3. Maintain records of road salt removed.

**4. Items provided or completed by DNR**

- 4.1. The following will be provided or completed by the DNR:
  - 4.1.1. Promptly pay State invoice for salt used in previous month (the rate includes material handling fee, administrative costs, and appropriate sales tax).
  - 4.1.2. Pick-up salt at any time truck station is open in amount up to 25 tons per winter season.
  - 4.1.3. Arrange for hauling the road salt from Cedar Truck Station.
  - 4.1.4. Maintain records of road salt received

**5. Consideration of Payment**

- 5.1. DNR will pay for all services performed by State on an actual cost basis as follows:
  - 5.1.1. The following items will be reimbursable at their actual cost to MnDOT:
    - i. Materials and supplies reasonably needed to perform the work; the current materials handling overhead rate will be added to materials and supplies issued out of inventory; and

- ii. Equipment needed to perform the work, at its rental rate as established by MnDOT; and
- iii. Actual and reasonable costs of consultants and contractors engaged to perform the work; and
- iv. Actual salary costs incurred by State, at the normal rate of pay plus reasonable and customary labor additives.

5.1.2. MnDOT must, upon request of the DNR, provide documentation showing a breakdown of costs claimed.

5.2. If the actual cost of the salt, including Material Handling fee and administrative costs, exceeds the estimated 3% annual increase, as itemized in Exhibit A, an amendment will be done.

## 6. Terms of Payment

- 6.1. MnDOT will create and enter an invoice in SWIFT. DNR will be invoiced and make monthly payment for the actual cost of the road salt used during the previous month.
- 6.2. DNR will make payment using the bilateral netting process in SWIFT. Upon request of the DNR, MnDOT must provide documentation showing the actual costs incurred.
- 6.3. Per Section 7.4 of the Master Partnership Contract;
  - 6.3.1. DNR will pay MnDOT as specified in this work order and will make prompt payment in accordance with Minnesota law.
  - 6.3.2. Payment by the DNR:
    - i. The DNR will make payment to the order of the Commissioner of Transportation.
    - ii. IMPORTANT NOTE: Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the **MnDOT Invoice Number** shown on the invoice.
    - iii. Remit payment to the address below:

MnDOT  
 Attn: Cash Accounting  
 RE: MnDOT Contract Number 1050342W04 and Invoice Number TBD.  
 Mail Stop 215  
 395 John Ireland Blvd  
 St. Paul, MN 55155

## 7. Authorized Representatives

- 7.1. The State's Project Manager, for this Work Order is:
 

Name/Title:	Lynn Tschida, Clear Roadways/South Region Assistant, or successor
MnDOT -	MnDOT Metro District-Maintenance
Street Address:	1500 County Road B2
City State Zip:	Roseville, MN 55113
Telephone:	651-234-7933
Email:	<a href="mailto:lynn.tschida@state.mn.us">lynn.tschida@state.mn.us</a>
- 7.2. The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing, and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.
- 7.3. The Other Agency's Project Manager for this Work Order is:
 

Name/Title:	Krista Jensen, Assistant Manager, or successor
Name of Gov't:	Department of Natural Resources
Street Address:	101 Snelling Lake Road
City State Zip:	St. Paul, MN 55111
Telephone:	612-279-3553

Email: [krista.jensen@state.mn.us](mailto:krista.jensen@state.mn.us)

- 7.4. MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing, and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**8. Termination**

- 8.1. **Termination by MnDOT or DNR.** DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to DNR. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** MnDOT 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 DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT must provide DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

**9. Additional Provisions**

- 9.1. None.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**DNR**

DNR certifies that the appropriate person(s) have executed the contract on behalf of DNR as required by applicable articles, bylaws, resolutions or ordinances.

DocuSigned by:  
*Linda Erickson-Eastwood*  
By: 3694054443D1471...  
Title: Division and Fiscal Services Unit Manager  
Date: August 24, 2022

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

DNR Contract #217813/3-217631 KM

DS  
KM

**COMMISSIONER OF TRANSPORTATION**, as delegated

DocuSigned by:  
*Dan Erickson*  
By: 30EED7CC5CCE4A7...  
Title: Metro District State Aid Engineer  
Date: August 24, 2022

**COMMISSIONER OF ADMINISTRATION**, as delegated

DocuSigned by:  
*Ryan Gaulke*  
By: 62FFB7FB2B004F9...  
Title: Contract Managemen Supr.  
Date: August 25, 2022

8/19/2022

Exhibit A  
Estimated Cost of Contract

MnDOT Contract #:1050342W06

				*4 Material Handling Fee					*5 Maint./Bill. Overhead		
Materials & Supplies-FY 23	Unit	Rate	Total	Percent	Cost				%	Cost	Total M & S
Regular Salt--Cedar Truck Station	25	\$ 88.49	\$ 2,212.25	25.29%	\$ 559.48						\$ 2,771.73
			\$ -								\$ -
Total Materials & Supplies	25		\$ 2,212.25								\$ 2,771.73
										*5 Maint./Bill. Overhead	
Employee - Job Class	Per Hour	*1 Hourly Rate	2*Basic Fringe Rate	*3 Labor Additive %	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	Percent	Cost	Total Empl.
Office & Adminstrative Specialist	1.0	\$ 22.70	\$ 11.56	28.02%	\$ 9.60	\$ 43.86	2.5	\$ 109.65	21.81%	\$ 23.91	\$ 133.56
Overtime											
Overtime X2 - Sundays & Holidays											
Total Cost of Salaries								\$ 109.65		\$ 23.91	\$ 133.56
Total Contract											\$ 2,905.29

Five year agreement with est. 3% annual increase. See Table below.

Inflationary rate of 3% is added to each year.			
Total Estimated agreement (From Above)			\$ 2,905.29
Total Cost of Contract FY 2023	Increase %	Increase \$	
FY 2024 plus	3.00%	\$ 87.16	\$ 2,992.46
FY 2025 plus	3.00%	\$ 89.77	\$ 3,082.22
FY 2026 plus	3.00%	\$ 92.47	\$ 3,174.69
FY 2027 plus	3.00%	\$ 95.24	\$ 3,269.93
Total Cost of Contract			\$ 15,424.59



**STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT**

State Project (SP) Number: 2785-433

Trunk Highway (TH) Number: I-494

Project Description: DNR – Mussel taking permit

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050342 is between the Minnesota Department of Transportation “MnDOT” and Minnesota Department of Natural Resources “DNR” and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

**Work Order Contract**

---

**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 MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. DNR must not begin work under this Contract until ALL required signatures have been obtained and DNR has been notified in writing to begin such work by MnDOT’s Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on **06/30/2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this Work Order Contract.

**2. Nature of Work**

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.  
☒ Contract Administration  
☐ Emergency Services  
☐ Professional/Technical Services  
☐ Roadway Maintenance

**3. Scope of Work**

- 3.1. DNR will perform services under this Work Order summarized generally as follows:  
In lieu of relocating the Minnesota mussels, MnDOT will provide DNR with compensatory mitigation costs for taking of the mussels from the Minnesota River, in the proposed Interstate (I)-494 Minnesota River Bridge work area described as follows:
  - Estimated compensable impact area of 4.68 acres,
- 3.2. DNR agrees to use the compensatory mitigation funds provided under this contract to support research, propagation, restoration, education or other management activities contributing to the recover and eventual delisting of endangered and threatened mussel species with the Minnesota River in Minnesota.
- 3.3. DNR will issue a permit, as set forth in Exhibit B, to MnDOT authorizing MnDOT to take an unlimited number of endangered and threatened, and non-listed mussels at the site of the proposed project in accordance with the terms of such permit. If MnDOT complies with the terms of such permit, and the terms of this contract, DNR releases and waives any claim, fine, or other fee or sanctions against MnDOT with respect to the taking of such mussels.

**4. Items provided or completed by the Parties**

4.1. The following will be provided or completed by MnDOT as set forth in Exhibit B:

- A permit application for endangered and/or threatened species takings as required by DNR.
- A map depicting the proposed Interstate 494 Minnesota River Bridge project

**5. Consideration of Payment**

5.1. MnDOT will pay DNR a lump sum, prior to commencing any bridge work that will result in the taking of endangered or threatened species at the site of the proposed project, after execution of the contract and issuance of the Threatened and Endangered Species Takings Permit. DNR's mitigation cost is being compensated as follows:

Estimated mussel mitigation cost of \$25,000.00/acre, for 4.68 acres of compensable impact

5.2. DNR will submit invoices for payment in accordance with the following schedule: One-time payment.

5.3. MnDOT's total obligation for all compensation and reimbursements to DNR is \$117,000.

**6. Terms of Payment**

6.1. MnDOT will promptly pay all valid obligations under this work order contract as required by Minnesota Statutes §16A.124.

6.2. DNR must submit invoice electronically for payment, using the format set forth in Exhibit C. DNR will submit an invoice, for a one-time payment, prior to commencing any bridge work.

6.3. DNR must submit the signed invoice for review and payment to MnDOT's Metro District's Finance section at [MetroWEAccountsPayable.DOT@state.mn.us](mailto:MetroWEAccountsPayable.DOT@state.mn.us). If DNR cannot support electronic submission of the invoice package, DNR must contact MnDOT's Authorized Representative for possible alternatives.

**7. Authorized Representatives**

7.1. MnDOT's Project Manager, for this Work Order is:

Name/Title: Andrew Lutaya, P.E., or successor  
MnDOT - Operations/Metro District/Area Manager  
Street Address: 1500 West County Road B2  
City State Zip: Roseville, Minnesota 55113  
Telephone: 651-234-7563  
Email: [andrew.lutaya@state.mn.us](mailto:andrew.lutaya@state.mn.us)

7.2. MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

7.3. DNR's Project Manager for this Work Order is:

Name/Title: Bridget Henning-Randa, Ph.D., or successor  
DNR - Endangered Species Consultant  
Street Address: 500 Lafayette Road, Box 25  
City State Zip: St. Paul, Minnesota 55155  
Telephone: 651-259-5073  
Email: [bridget.henning-randa@state.mn.us](mailto:bridget.henning-randa@state.mn.us)

7.4. DNR's Project Manager for this Work Order is responsible for overseeing DNR'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.

**8. Termination**

- 8.1. **Termination by MnDOT or DNR.** DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to DNR. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** MnDOT 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 DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT must provide DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

**9. Additional Provisions**

- 9.1. NONE.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**DNR**

DNR certifies that the appropriate person(s) have executed the contract on behalf of DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: \_\_\_\_\_

Title: Director, Division of Ecological and Water Resources

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: \_\_\_\_\_

Date: \_\_\_\_\_

Swift Contract #: 217963

SWIFT PO #: 3000660657

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

Title: District Engineer or Assistant District Engineer

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – STANDARD TERMS**

**STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES**

1. MNDOT 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 MnDOT State Aid Division or on the [MnDOT website](#).
2. MNDOT will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. DNR will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of DNR to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve DNR from its primary responsibility for performance of the work.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF ECOLOGICAL AND WATER RESOURCES  
500 LAFAYETTE ROAD, BOX 25  
ST. PAUL, MN 55155

**SPECIAL PERMIT NO. 32810**  
(Taking of endangered and/or threatened species)  
**May 26, 2022**

**TO WHOM IT MAY CONCERN:**

Under the authority of Minnesota Statutes, section 84.0895 and Minnesota Rules, parts 6212.1800-2100, and informed by the accompanying Findings of Fact and Decision Rationale, permission is hereby granted to:

**Andrew Lutaya**  
**Project Manager – Metro District**  
**1500 West County Road B2**  
**Roseville, MN 55113**

and their agents, employees, and contractors (Permittee), to take state threatened wartyback (*Cyclonaias nodulata* synonym *Quadrula nodulata*) incidental to repair of the Trunk Highway (TH) 494 Bridges (Bridge Nos. 9217E and 9217W) spanning the Minnesota River in Bloomington and Eagan, Hennepin and Dakota counties, Minnesota, as described in the permit application and subject to the following conditions:

1. Permitted take of the specified state-threatened mussel species during the project is limited to the 4.68 acres of mussel habitat within the Project impact area (Figure 1). Any additional taking of endangered or threatened species is beyond the authority of this permit and may only be conducted under the authority of a separate permit.
2. The Permittee will utilize wildlife friendly erosion control measures, including biodegradable netting to prevent sedimentation in the river and animal entanglement.
3. The Permittee shall provide a report by January 31 of the year following project completion. The report shall describe any deviations from the work anticipated in the application. The report will be provided to the Minnesota Endangered Species Consultant ([bridget.henning-randa@state.mn.us](mailto:bridget.henning-randa@state.mn.us)).
4. Compensatory mitigation for this taking totals one hundred and seventeen thousand dollars (\$117,000), which will be provided to the Minnesota Department of Natural Resources, pursuant to Minnesota Statutes, section 84.0895 subdivision 1, for the purpose of activities contributing to the conservation of state-listed mussels including wartyback in Minnesota, and so create a net benefit to these species in Minnesota.
5. The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species. The permittee shall prevent invasive species from entering into or spreading within a site by following the required procedures listed in the Operational Order for Invasive Species Prevention and Management: [https://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](https://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf) The permittee shall clean equipment and clothing before entering work areas and before moving between construction areas.
6. This permit will expire on December 31, 2027.
7. DNR may immediately cancel any takings permit upon determination that cancellation is necessary for the conservation of natural resources or for the welfare of particular specimens or is in the public interest. See Minnesota Rules, part 6212.1800, subpart 8.
8. Violation of any of the permit terms may result in immediate revocation of the permit, and may subject the permittee to other penalties established by law.



MNDNR Special Permit No. 32810

Permittee: Lutaya

9. This permit is effective upon receipt of a countersigned copy of this permit and the mitigation payment by the DNR. Receipt by the DNR will be confirmed by email.

Katie  
Smith

Digitally signed by  
Katie Smith  
Date: 2022.05.31  
10:28:55 -05'00'

Katie Smith  
Director, Div. Ecological and Water Resources

\_\_\_\_\_  
Date

*I hereby certify that I have read, understand, and accept the provision of this permit and understand that this permit is not valid unless it is signed by me.*

Andrew Lutaya

Digitally signed by Andrew Lutaya

Date: 2022.06.07 08:27:17 -05'00'

Andrew Lutaya, Permittee

\_\_\_\_\_  
Date

- C: Jan Shaw Wolff, EMP Section Manager, Division of Ecological and Water Resources  
Dan Lais, Regional Manager, Div. Ecological and Water Resources  
Jason R Peterson, Regional Manager, Div. Enforcement  
Lisa Joyal, Endangered Species Review Coordinator, Div. Ecological and Water Resources  
Erica Hoaglund, Regional Ecologist, Div. Ecological and Water Resources  
Melissa Collins, Reg. Env. Assessment Ecologist, Div. Ecological and Water Resources  
Mike Davis, Malacologist, Div. Ecological and Water Resources  
Bernard Sietmen, Malacologist, Div. Ecological and Water Resources  
Patty Fowler, Transportation Hydrologist, Div. Ecological and Water Resources  
Ryan Foley, Department of Transportation

MNDNR Special Permit No. 32810

Permittee: Lutaya

**Figure 1.** Map of the Project impact area within the Minnesota River in Bloomington and Eagan, Hennepin and Dakota counties, Minnesota, indicating the areas that will be impacted by the project.



**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_%

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [MetroWEAccountsPayable.DOT@state.mn.us](mailto:MetroWEAccountsPayable.DOT@state.mn.us)

MnDOT Contract Number: 1050342W07

Contract Expiration Date: June 30, 2027

SP Number: 2785-4 TH Number: 494

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Invoice Date: \_\_\_\_\_

	<b>Total Contract Amount</b>	<b>Total Billing to Date</b>	<b>Amount Previously Billed</b>	<b>Billed This Invoice</b>
1. Lump Sum Amount	\$117,000.00			
<b>Net Earning Totals:</b>	\$			
<b>Total Amount due this invoice:</b>				\$

**Contractor: Complete this table when submitting an invoice for payment**

<b>Source Type</b>	<b>Total Billing to Date</b>	<b>Amount Previously Billed</b>	<b>Billed This Invoice</b>
1072			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Natural Resources

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**MINNESOTA  
DEPARTMENT OF  
NATURAL RESOURCES**

Lease Number <b>LMIS000031</b>
Field Unit <b>Region 2 - Gooseberry Falls State Park (Area 172)</b>

## **MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LANDLORD and the TENANT as named below.

TENANT Minnesota Department of Transportation		
TENANT Address (No. & Street, RFD, Box No., City, State, Zip) 1123 Mesaba Ave, Duluth, MN 55811		
Lease Fee \$2,000.00	Fee Payment Schedule \$2,000.00 due upon execution of the lease	
Term Ten (10) Years	Effective Date January 1, 2022	Termination Date December 31, 2031
Purpose of Lease Shed for deicing material, materials storage on asphalt mat, and road access		County Lake

IT IS AGREED AS FOLLOWS:

### **BASIC TERMS:**

1. **PREMISES.** The LANDLORD in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the TENANT, hereby leases to the TENANT, subject at all times to sale, lease and use for mineral or other purposes the following described premises:

A strip of land 200 feet wide and 300 feet long and a road 30 feet in width lying 15 feet on each side of the existing road centerline in the Southwest Quarter of the Southwest Quarter, Section 22, Northeast Quarter of the Northeast Quarter, Section 28, and the Northwest Quarter of the Northwest Quarter, Section 27; all in Township 54 North, Range 9 West, Lake County, containing 2.08 total acres and as approximately shown on the attached Exhibit A which is made part of this lease

and herein referred to as the "Premises".

2. **TERMS.** The terms LANDLORD, TENANT, TENANT ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein are described above and are incorporated herein.
3. **LEASE PERIOD.** This lease will be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.

4. USE OF PREMISES. TENANT will use the Premises only for PURPOSE OF LEASE.
5. "AS IS." TENANT is taking the Premises in its "as is" condition, and LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use.

#### **TENANT'S RESPONSIBILITIES:**

6. LEASE PAYMENTS. The TENANT will pay to the LANDLORD the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LANDLORD may assess interest pursuant to Minn. Stat. § 270C.40, subd. 5 on any payments over thirty (30) days past due.
7. MAINTENANCE. The TENANT will maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate. No timber shall be cut, used, removed or destroyed by the TENANT without first obtaining written permission from the LANDLORD.
8. INVASIVE SPECIES. The TENANT is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.)
9. UTILITIES. TENANT will pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
10. ALTERATIONS AND MECHANIC'S LIENS. The TENANT may not make changes, alterations or improvements to the Premises or to any structure thereon without the prior written consent of the LANDLORD. Any changes, alterations or improvements in or to the Premises will be at TENANT's sole expense. TENANT has no right to subject the interest of LANDLORD in the Premises to any mechanic's liens, material liens or other liens of any nature, and TENANT must have any such lien discharged within 10 days after the recording of the lien. TENANT will be liable to LANDLORD for LANDLORD's costs and attorneys' fees incurred relating to mechanic's liens and other liens.
11. TAXES. The TENANT will pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the TENANT located on the Premises during the TERM of this lease. NOTE: Due to the lease, the county may assess property taxes against the property based on its market value, and TENANT is required to pay the property taxes.
12. COMPLIANCE WITH LAWS. TENANT must comply with all applicable municipal, county and state laws, ordinances and regulations, and obtain and pay for all licenses and permits as may be required by its use of the Premises.
13. ENVIRONMENTAL. TENANT will not use in any way, or permit the use of the Premises, or any part thereof, to either directly or indirectly produce, manufacture, refine, transport, store, dispose of, or process any Hazardous Substance (as defined below), unless it has received the prior written consent of LANDLORD. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the production, manufacture, maintenance, refining, transport, storage, disposal, processing, or ownership of which is restricted or prohibited by federal, state, or county or municipal statutes or laws now or any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act

(42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT will be responsible for expenses incurred by LANDLORD that might arise as a result of TENANT's violation of this provision. This provision will survive the termination of this Lease.

#### **PUBLIC ACCESS:**

14. LANDLORD'S ACCESS. LANDLORD, acting through its designated agents or employees, has the right to enter the Premises at all reasonable times.
15. PUBLIC RECREATION USE. The TENANT agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by Minn. Stat. § 604A.21, not inconsistent with the purposes of this lease. The TENANT shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LANDLORD. If the LANDLORD authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the TENANT.

#### **TERMINATION AND ASSIGNMENT:**

16. TERMINATION. This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. § 92.50 may be canceled for just cause at any time by LANDLORD upon six months written notice.

TENANT will, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LANDLORD in as good condition and repair as on the EFFECTIVE DATE. If the TENANT fails to surrender the Premises on the termination of this lease, the LANDLORD may eject or remove the TENANT from the Premises and TENANT be responsible for expenses incurred by LANDLORD. In addition, TENANT will remove all TENANT's property from the Premises upon termination and any property remaining will be considered abandoned and disposed of by the LANDLORD according to law. Upon demand, TENANT will pay to LANDLORD all of LANDLORD's expenses incurred in connection with LANDLORD's disposition of TENANT's personal property. TENANT's obligations under this paragraph will survive termination of the Lease.

If this lease is terminated prior to the TERMINATION DATE, the TENANT will not be relieved of any obligation incurred prior to termination.

17. HOLDOVER. TENANT acquires no additional rights by holding the Premises after termination and will be subject to legal action for removal.
18. TRANSFERS. This lease will extend to, and bind the successors, heirs, legal representative and assigns of the LANDLORD and TENANT. In addition, the TENANT may not without the LANDLORD's prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the TENANT's interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the TENANT.

#### **DEFAULT:**



19. DEFAULT BY TENANT. If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from LANDLORD, LANDLORD may exercise one or more of the following remedies, or any other remedy available at law or in equity:
- a. Terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;
  - b. Re-enter the Premises and remove all persons and property from the Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease; or
  - c. Re-let the Premises without terminating the Lease. If the amount received from re-letting in any month is less than the amount of rent to be paid by TENANT, TENANT will pay any such deficiency to LANDLORD upon demand.
20. SELF-HELP RIGHT. If TENANT defaults in the performance of any term of this Lease, LANDLORD, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that LANDLORD gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by LANDLORD and all losses, costs and expenses incurred by LANDLORD, in connection with any such performance by LANDLORD pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by LANDLORD for any property, material, labor or services provided by LANDLORD to TENANT.

#### **LIABILITY:**

21. LIABILITY. This lease will not be construed as imposing any liability on the LANDLORD for injury or damage to the person or property of the TENANT or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease, or other encumbrance now in effect. The liability of LANDLORD and TENANT are governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. section 3.736, and other applicable law.
22. PERSONAL PROPERTY RISK. All personal property on the Premises belonging to TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and LANDLORD will not be liable for theft or misappropriation of such property, nor for any loss or damage to such property, including destruction by fire.

#### **MISCELLANEOUS:**

23. LEGAL OBLIGATIONS. This lease is not to be construed to relieve the TENANT of any obligations imposed by law.
24. ENCUMBRANCE. This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LANDLORD will not be liable to TENANT for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

25. NO WAIVER. No delay on the part of the LANDLORD in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LANDLORD.
26. NOTICES. Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LANDLORD shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the TENANT it shall be as stated in the TENANT'S ADDRESS.
27. CONSTRUCTION OF LEASE. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LANDLORD and TENANT here is that the remaining parts of this lease shall not be affected thereby.
28. AUDIT. LANDLORD is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease shall be subject to reasonable examination by the STATE and/or the State Auditor or Legislative Auditor, as appropriate, during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.
29. BOND FINANCED PROPERTY. If LANDLORD used General Obligation bonds to purchase, construct, or improve the Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of Management and Budget, up to and including furnishing any documents as the Commissioner determines to be necessary, to ensure that interest paid on the General Obligation bonds, if any, used to purchase, construct or improve the Premises is exempt from federal taxation.
30. ADDITIONAL TERMS. See the attached Exhibit A (Map), Exhibit B (Additional Terms), and Exhibit C (Invasive Species), which are made a part of this lease.

**IN WITNESS WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
JOEY A. ROKALA**

<b>By</b>	<b>Date</b>

<b>TENANT (Individual's Name or Name of Entity)</b> Minnesota Department of Transportation
---

Authorized Signature & Title (If an Entity)	Date
Asst. District Engineer - Operations	

Authorized Signature & Title (If an Entity)	Date

MnDOT Contract Management

**Exhibit A**  
**Map**  
Miscellaneous Lease LMIS000031

MNDOT salt shed lease (Premises in red)



11/9/2021, 9:20:59 AM

Roads

Other Paved, MN Highway

Other Paved, County-State Aid Highway; Other Paved, County Road

Townships

Sections

1:4,514

0 0.03 0.05 0.1 mi  
0 0.04 0.08 0.16 km

2020-2021 Lake County GIS  
Lake County Atlas disclaimer applies to any exported or printed resource

**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS000031

Terms and Conditions which Apply:

1. This lease provides the TENANT with ingress and egress for TENANT's trucks and equipment over the park entrance road.
2. Any damages to the park entrance road caused by TENANT use shall be repaired at TENANT's expense.
3. All storage or handling of materials shall occur on the 150' X 175' asphalt mat area on the Premises. Leaching or spillage of de-icing materials shall be contained within the asphalt mat area on the Premises. Any spilled material shall be cleaned up promptly by TENANT.
4. All materials shall be stored under cover or within buildings at all times. All materials storage and handling shall be done on the asphalt mat area.
5. TENANT may construct buildings, at TENANT's expense, necessary for operations, subject to written approval from the LANDLORD's. The buildings shall be sided or painted in earth tone colors which are compatible with existing park facilities. Buildings used to store equipment shall be equipped with doors to prevent entrance by park visitors and afford protection from weather. Buildings shall be locked when there are no TENANT personnel on site.
6. Snowplowing of the entrance road will be shared by TENANT and LANDLORD.
7. Snowplowing of the Premises shall be the responsibility of the TENANT.
8. TENANT shall be responsible for all costs and expenses necessary to maintain and operate its facility on the Premises.
9. TENANT shall adhere to winter road materials storage Best Management Practices, including following applicable Safety Data Sheets for property storage and handling of materials. The following webpage contains certain information on winter road materials storage Best Management Practices:  
[https://stormwater.pca.state.mn.us/index.php?title=MS4\\_fact\\_sheet\\_-\\_Winter\\_Road\\_Materials\\_Management](https://stormwater.pca.state.mn.us/index.php?title=MS4_fact_sheet_-_Winter_Road_Materials_Management)

**Exhibit C**  
**Invasive Species**  
 Miscellaneous Lease LMIS000031

Check all that apply	Last updated July 7, 2012
<input checked="" type="checkbox"/>	<b>Mandatory -</b> (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input checked="" type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	(9) When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc.) use new clean bags or baskets.
<input type="checkbox"/>	(10) In the case invasive plants become an issue during operations (to be determined by the site administrator), the TENANT agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	(11) The TENANT is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input checked="" type="checkbox"/>	(12) Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	(13) Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.



**STATE OF MINNESOTA  
INTERAGENCY CONTRACT****Federal Project #:** NA**State Project (SP) Number:** NA**Trunk Highway (TH) Number:** NA**Project Description:** Rental of Classroom Space at MnDOT's Training Center

This Contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Public Safety, State Patrol Division ("DPS-SPD") located at 445 Minnesota Street #130, Saint Paul, MN 55101.

**Contract**

---

**1. Term of Contract; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2. DPS-SPD must not begin work under this contract until this contract is fully executed and DPS-SPD has been notified by the State's Authorized Representative to begin the work.
- 1.2. **Expiration Date:** This Contract will expire on 06/30/2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A is incorporated into this Contract.

**2. Scope of Work**

- 2.1. This contract will provide for the use of classroom space as defined in Exhibit A, located in the MnDOT Training Center in Shoreview, 1900 West County Road I, Shoreview, MN 55126 to the DPS-SPD, which will be scheduled in advance for each training event.
- 2.2. MnDOT will provide:
  - 2.2.1. Invoices for classroom space used by DPS-SPD monthly in accordance with pricing listed on Exhibit A.
  - 2.2.2. Reserve available classroom space per DPS-SPD request.
  - 2.2.3. Set-up classroom(s) on reserved dates per DPS-SPD request.
  - 2.2.4. Provide room clean up.
- 2.3. DPPS-SPD will provide:
  - 2.3.1. Pay invoiced amount for classroom space used in accordance with pricing listed on Exhibit A.
  - 2.3.2. Schedule classroom use with MnDOT Training Center front desk.
  - 2.3.3. Obtain all necessary permits and licenses required for DPS-SPD training activities.
  - 2.3.4. Be responsible for internal security of personal property within the MnDOT classroom areas assigned.
  - 2.3.5. Accept full responsibility for the conduct of all DPS-SPD employees and other individuals invited by DPS-SPD.

**3. Terms of Payment**

- 3.1. MnDOT will invoice on a monthly basis for classroom space use under this contract using the bilateral netting process in SWIFT. The estimated amount for this contract is \$25,000.00 (\$5,000 x 5 years). If the estimated amount is exceeded, an amendment will be executed.
  - 3.1.1. MnDOT will create a monthly invoice in SWIFT.

3.1.2. DPS-SPD will make payment monthly in SWIFT.

**4. Contract Personnel**

4.1. MnDOT's Authorized Representative will be:

Name/Title: Linda Hinrichs, Workforce Development & Training Center Manager, or successor

MnDOT – Workforce Agency Services, Office of Human Resources

Street Address: 395 John Ireland Blvd

City State Zip: St. Paul, MN 55155

Telephone: 651/366-5244

Email: [linda.hinrichs@state.mn.us](mailto:linda.hinrichs@state.mn.us)

4.2. DPS-SPD's Authorized Representative will be:

Name/Title: Eric Barthel, Captain, or successor

Street Address: 445 Minnesota Street #130

City State Zip: St. Paul, MN 55101

Telephone: 651/7571910

Email: [eric.barthel@state.mn.us](mailto:eric.barthel@state.mn.us)

**5. Amendments**

5.1. Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**6. Liability**

6.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**7. Termination**

7.1. Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

**[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]**

**DPS-SPD**

DPS-SPD certifies that the appropriate person(s) have executed the contract on behalf of DPS-SPD.

By: 

Title: Assistant Chief

Date: 05/04/2022

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By:

Date:

Title: Asst. Commissioner or Asst. Division Director

**MnDOT Contract Management**


By:

Date:

**ENCUMBRANCE**

Various PO, not to exceed \$5,000/year.

Accounting Officer, Susan Lee

 5/4/2022

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

**EXHIBIT A: MnDOT Classroom Rental Information At A Glance**

<b>Room #</b>	<b>Daily Rate</b>	<b>Classroom Style Capacity</b>	<b>Conference Style Capacity</b>	<b>Social Distancing Classroom Style Capacity</b>	<b>Social Distancing Conference Style Capacity</b>	<b>Notes</b>	<b>Size</b>
1	\$100	60-80	40	33			32'x64'
2	\$75	32	25	9		Smartboard	32'x32'
3	\$75	32	25	9			32'x32'
4	\$100	60-80	40	33			32'x64'
5	\$250	18	N/A	9	N/A	18 computer workstations/1 instructor workstation	
6	\$75	7	N/A	4	N/A	CAES CADD Meeting Room	
7	\$250	16	N/A	9	N/A	CAES CADD 16 computer workstations/1 instructor workstation	
8	\$85	40	25-30	18	11		30'x46'
9	\$75	14	14	7	6	Microsoft Teams Conference Equipment	20'x22'
10	\$85	45	30	18	12		33'x46'
11	\$75	20	20	9	8		25'34'
14	\$75	12	12	N/A	5		15'x20'
A	\$75	8	8	N/A	4	Desktop Microsoft Teams Conference equipment	30'x40'

**[The remainder of this page has been intentionally left blank.]**



# State of Minnesota

## Interagency Agreement

This Interagency Agreement ("Agreement") is between the Minnesota Department of Information Technology Services (MNIT) and the Minnesota Department of Transportation (MnDOT).

### Agreement

---

#### 1. Term of Agreement

- 1.1 Effective date. January 21, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Scope of Work

MNIT and MnDOT are partnering with the United States Geological Survey (USGS) to acquire high-resolution digital elevation data developed from airborne lidar (Light Detection and Ranging) for the Central and Upper Mississippi Minnesota regions. The data will be used to generate Digital Elevation Models (DEMs) for use in engineering design and design reviews, conservation planning, research, delivery, floodplain mapping, and hydrologic modeling utilizing lidar technology. The data is to be acquired during spring 2022. The project area will consist of high accuracy classified bare-earth lidar data in LAS format as well as raster DEMs per project requirements.

MNIT is serving as the fiscal agent for the State of Minnesota for this project. MnDOT will contribute \$40,000.00 to the project. MnDOT will remit this amount to MNIT. Subsequent to receipt, MNIT will remit this amount to USGS.

MnDOT and MNIT agree to share all data gathered or generated under the agreement with USGS.

#### 3. Consideration and Payment

This agreement's obligation is subject to the approval of a joint funding agreement (JFA) with USGS. In the event the JFA is not approved with USGS, the collected payment of \$40,000.00 will be returned to MnDOT in full.

MnDOT shall remit payment to MNIT in the amount of \$40,000.00 upon issuance by MNIT of an invoice.

The total obligation of MnDOT for all compensation and reimbursements to MNIT under this agreement will not exceed \$40,000.00

#### 4. Conditions of Payment

MNIT's obligations will be met upon remittance of the amount set forth in section 3 to USGS.

**5. Authorized Representative**

MNIT's Authorized Representative is Dan Ross, Geographic Information Systems Director, 658 Cedar Street, Saint Paul, MN 55155, 651-757-2550 or their successor.

MnDOT's Authorized Representative is Geoffrey Bitner, Land Management, 395 John Ireland Blvd., MS 630, Saint Paul, MN 55155, [geoffrey.bitner@state.mn.us](mailto:geoffrey.bitner@state.mn.us), or their successor.

**6. Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

**7. Liability**

Each party will be responsible for its own acts and behaviors and the results thereof.

**8. Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

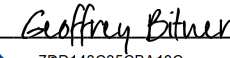
**1. DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**

*With delegated authority*

Print Name: Tracy Gerasch  
DocuSigned by:  
 Signature:   
58BF08075AF6441  
 Title: Procurement Director Date: 1/14/2022

**2. Minnesota Department of Transportation**

*With delegated authority*

Print Name: Geoffrey Bitner  
DocuSigned by:  
 Signature:   
7DD143C35CBA186  
 Title: Asst. Dir., Land Mngmt Date: 1/18/2022  
 Partner MNIT Customer No: P790100001





MnDOT Contract Number: 1050837

**STATE OF MINNESOTA  
PARTNERSHIP CONTRACT**

**Federal Project #:** NA**State Project (SP) Number:** NA**Trunk Highway (TH) Number:** 61**Project Description:** Maintenance and Operations Agreement for Grand Portage State Park/Rest Area and Mount Josephine Wayside

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR").

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties have jointly constructed the Grand Portage Visitor Center and Rest Area under previous contract and agreement; and
3. The parties wish to cooperatively provide maintenance and custodial services at the Grand Portage State Park Visitor Center/ Rest Area; and
4. The parties wish to cooperatively provide custodial service at the Mount Josephine Wayside; and
5. Both parties are willing to enter this Contract to set forth their respective rights and duties.

**Contract****1. Term of Contract; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2. The DNR must not begin work under this contract until this contract is fully executed and the DNR has been notified by MnDOT's Authorized Representative to begin the work.
- 1.2. **Expiration Date:** This Contract will expire on June 30, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A is attached and incorporated into this Contract.

**2. Scope of Work**

- 2.1. The responsibilities of each Party for maintenance and custodial services of the Grand Portage Rest Area and custodial services for the Mount Josephine Wayside are defined in Exhibit A – Maintenance and Custodial Services.

**3. Consideration of Payment**

- 3.1. MnDOT will perform the work identified in Section 1.1 of Exhibit A without reimbursement from DNR. DNR will perform the work identified in Section 1.2 of Exhibit A without reimbursement from MnDOT.
- 3.2. MnDOT will make an annual lump sum payment to the DNR for the custodial services covered by this Agreement, as provided in Sections 3.2 and 4.2 of Exhibit A. The annual payment may be prorated and paid at different intervals if approved by the Operations Task Force.

MnDOT Contract Number: 1050837

- 3.3. Sections 2, 5, 6, 7 and 8 of Exhibit A provide for allocation of certain expenses between the parties. The Operations Task Force will be responsible for balancing the reimbursement amounts and making an annual assessment to the party owing the net reimbursement obligation. This allocation and assessment may happen on a more frequent basis if approved by the Operations Task Force. It is anticipated that MnDOT will generally owe reimbursements to the DNR under this Agreement.
- 3.4. The party owed the net reimbursement will create and enter an invoice in SWIFT. The party owing the net reimbursement will make payment using the bilateral netting process in SWIFT.
- 3.5. MnDOT's obligation due to the DNR for FY 2023 through FY 2027 will not exceed \$63,140.00 per year, subject to adjustment by the Operations Task Force as provided here.

Visitor Center/Rest Area - Custodial Basic Level Service	\$ 55,660.00
Mount Josephine Wayside - Custodial Service	\$ 7,480.00
Yearly Cost	\$ 63,140.00
Five year term	5
MnDOT's total obligation	\$ 315,700.00

- 3.6. MnDOT's total obligation for FY 2023 through FY 2027 will not exceed \$315,700.00.
- 3.7. The obligations of the parties under this Agreement are subject to the appropriation and encumbrance of funds for such purposes as required by applicable law.

#### 4. Terms of Payment

- 4.1. MnDOT will make payments to the DNR when the following conditions have been met:
- 4.1.1. Execution of this Contract
- 4.1.2. MnDOT's receipt of an invoice as stated in 3.5 above, signed by DNR's Authorized Representative.
- Electronic invoices are preferable. Please send electronic invoices to the MnDOT authorized representative.
  - Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's District Accounts Payable Group.

#### 5. Contract Personnel

- 5.1. MnDOT's Authorized Representative will be:
- Name/Title: Perry Collins/Maintenance Operations Engineer or successor  
MnDOT – District 1, Duluth  
Street Address: 1123 Mesaba Avenue, MS-010  
City State Zip: Duluth, MN 55811  
Telephone: 218-725-2827  
Email: perry.collins@state.mn.us
- 5.2. DNR's Authorized Representative will be:
- Name/Title: Christa Maxwell/District Supervisor (Region 2, D4) or successor  
Street Address: 1568 Highway 2  
City State Zip: Two Harbors, MN 55616  
Telephone: 218-834-1429  
Email: [christa.maxwell@state.mn.us](mailto:christa.maxwell@state.mn.us)

#### 6. Liability

- 6.1. Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Contract. The liability of MnDOT is governed by Minn. Stat. §3.736 and other applicable law.

**7. Audit**

- 7.1. Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the DNR relevant to this Contract are subject to examination by MnDOT and the Legislative Auditor for a minimum of six years.

**8. Jurisdiction and Venue**

- 8.1. Minnesota Law governs the validity, interpretation and enforcement of this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in Ramsey County, Minnesota.

**9. Government Data Practices**

- 9.1. The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

**10. Assignment, Amendments, Waiver, and Contract Complete**

- 10.1. **Assignment.** Neither party may assign nor transfer any rights or obligations under this Contract without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.
- 10.2. **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Contract, or their successors in office.
- 10.3. **Waiver.** If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 10.4. **Contract Complete.** This contract contains all negotiations and Contracts between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**11. Termination**

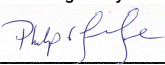
- 11.1. This Contract may be terminated by either party, with or without cause, upon 30 days written notice to the other party

**[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]**

MnDOT Contract Number: 1050837

**DEPARTMENT OF NATURAL RESOURCES**

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By:   
3EE8A580E550435...

Title: Parks and Trails Deputy Director


Date: June 24, 2022

DNR SWIFT Contract No. 214210

DS  
KM

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05


By:   
9F57E2F7C2BF4E3...

Date: June 27, 2022

SWIFT Contract # 214614

SWIFT Purchase Order # 3000650051


**COMMISSIONER OF TRANSPORTATION**

By:   
C3D7070CA90B404...

Date: June 27, 2022

Title: Assistant Commissioner \_ Operations

**COMMISSIONER OF ADMINISTRATION**

By:   
C2FFB7FB2B684F9...

Date: June 27, 2022

**EXHIBIT A**  
**MAINTENANCE AND CUSTODIAL SERVICES**

**1. Parking lot and Access Road Maintenance during Snow Events**

**1.1. MnDOT Responsibilities.** MnDOT will:

- 1.1.1. As appropriate, MnDOT plows will pass through the visitor center/rest area and parking lots but will not clear lots entirely.
- 1.1.2. Give priority to clearing Trunk Highway 61 before visitor center/rest area and parking lots.
- 1.1.3. When TH 61 is clear, MnDOT will completely plow the visitor center/rest area parking lots.

**1.2. DNR Responsibilities.** DNR will:

- 1.2.1. Maintain both parking lots with a quick mounted plow until MnDOT can return from clearing TH 61.
  - 1.2.2. Assist on an as needed basis, to open the access road and parking lots when MnDOT plows are not available.
  - 1.2.3. Assist with plowing areas of the parking lots that are difficult to reach with MnDOT trucks.
- 1.3. DNR understands snow removal and ice control on TH 61 must take priority over the access road to the visitor center/rest area and parking lots.

**2. Parking Lot and Access Road Maintenance; Lighting Facilities**

- 2.1. MnDOT will provide for the maintenance of the parking lots and the access road and all of the facilities a part thereof, including the lighting facilities.
- 2.2. MnDOT will provide for 100% of the cost of all routine maintenance and repair of the parking lots and access roads which cost \$1,000.00 or less per incident.
- 2.3. If a parking lot or access road maintenance or repair incident exceeds \$1,000.00, DNR will be responsible for 50% of the cost of the incident and MnDOT will be responsible for the remaining 50% of the cost. This does not include major replacement of facilities as addressed in 2.5 below.
- 2.4. MnDOT will consult with DNR before undertaking maintenance or repair work in excess of \$1,000.00.
- 2.5. Major replacement of access road, parking lot and lighting facilities due to reaching the end of life cycle will be negotiated and paid under a separate cooperative construction agreement.
- 2.6. MnDOT will pay for 100% of the cost for the necessary electrical power to operate the lighting facilities of the parking lots and exterior area lighting (for safety purposes), without cost to the DNR.

**3. Custodial Services for Visitor Center/Rest Area**

- 3.1. DNR will provide staff to perform custodial work within the visitor center/rest area
- 3.2. MnDOT will pay \$55,660.00 per year for the full cost of the basic level service.
  - 3.2.1. Basic level service is defined as presence 365 days.
  - 3.2.2. There will be a minimum of 8 hours of presence from May 1 to October 31 and as needed from November 1 to April 30th.
- 3.3. High priority custodial service will be custodial maintenance to the rest rooms, parking lot area, and surrounding walks and grounds. Maintenance of the walkways will include snow and debris removal, and other activities necessary to keep the walkways in a safe and usable condition.
- 3.4. DNR will pay the costs for any personnel needed in excess of this base-level service, without cost or expense to MnDOT.
- 3.5. DNR will supply cleaning equipment, supplies and mowing at no cost to MnDOT.
- 3.6. MnDOT will provide and maintain a walk behind snow blower to supplement the larger snow blower provided by the DNR.

3.7. The Grand Portage State Park Manager will supervise personnel.

**4. Custodial Services for the Mount Josephine Wayside**

4.1. DNR will provide staff to perform custodial work at the Mount Josephine Wayside

4.2. MnDOT will pay \$7,480.00 per year for the cost of Custodial Service. Custodial Service is defined as a presence every day from May 1 to October 30 and 24 hours per week of custodial work during this time frame.

4.2.1. Custodial work will include cleaning of restrooms, emptying of trash and recycling cans and collecting loose trash from walkways and parking lots.

4.3. MnDOT will contract for the trash collection from the dumpster and pumping the septic tanks as needed

**5. Building Maintenance and Repairs**

5.1. Routine Maintenance. The cost of routine building maintenance and repairs of the visitors center/rest area, defined as those activities costing \$100 or less per incident, will be the responsibility of the DNR.

5.1.1. Routine building maintenance includes, but is not limited to: maintenance of heating, plumbing and electrical systems, painting, changing light-bulbs, replacing furnace filters, unplugging drains, replacing broken glass and repairing picnic tables and garbage receptacles.

5.2. Non-routine Maintenance. Except for major repairs or replacements of the visitor center/rest area sewage system, Non-Routine maintenance includes all maintenance and repair incidents costing \$100.00 or more.

5.3. MnDOT may provide available personnel to assist with non-routine building maintenance activities.

5.4. The cost of non-routine maintenance and repairs of \$100 or more will be split 70% DNR and 30% MnDOT. This does not include major repairs or replacement of facilities as addressed in 5.2 and 5.5 below.

5.5. Major repairs to the sewage system will be split 36% DNR and 64% MnDOT. All other major repairs or replacement due to end of life cycle will be negotiated and paid under a separate cooperative construction agreement.

5.6. DNR will be responsible for making the arrangements for the building maintenance and repairs.

5.7. The Grand Portage State Park Manager will contact and consult with MnDOT before undertaking building maintenance work estimated to be in excess of \$1,000.00

**6. Trash Collection and Recycling**

6.1. DNR will be responsible for recycling activities for the visitor center/rest areas.

6.2. DNR will be responsible for 70% of the cost of trash collection for the visitor center/rest area, and MnDOT will be responsible for the remaining 30% of the cost.

6.3. DNR will be responsible for contracting for trash collection/recycling.

**7. Building Operations**

7.1. Electrical and Heating Costs.

7.2. Except for electrical costs provided by MnDOT under Section 2.5,

7.2.1. DNR will be responsible for 70% of the cost of electricity and heat for the visitor center/rest area.

7.2.2. MnDOT will be responsible for the remaining 30% of the cost.

7.2.3. MnDOT will be invoiced separately and directly by the power company for the parking lot lighting system and exterior lighting system. The electricity for this system will run on an independent meter.

**8. Telephone Service.**

8.1. DNR will pay 100% of the costs for telephone service in the visitor center office and interpretive center.

8.2. One handicapped accessible TTY courtesy telephone and a rest area security telephone will be incorporated into the visitor center telephone.

8.3. MnDOT will pay for any extraordinary costs associated with the TTY courtesy phone requirement including repairs or replacement.



- 8.4. DNR and MnDOT will cooperate to provide "North Shore Travel Information Services,"
- 8.5. DNR will be responsible for displaying and distributing information and interpretive materials in the visitor center/rest area.

**9. Operations Task Force**

- 9.1. The parties will establish an Operations Task Force for the purposes of overseeing the operation of the facilities, implementing this Agreement, and determining payments/reimbursements under the terms of this Agreement. The Task Force will consist, initially, of the Grand Portage State Park Manager, DNR NE Region Facilities Maintenance Supervisor, and MnDOT's District Maintenance Engineer, with other members to be added at the discretion of each party.
- 9.2. The Operations Task Force Duties:
  - 9.2.1. Meet periodically to review billings and expenditures and review the Agreement provisions.
  - 9.2.2. Determine the specific maintenance and operational responsibilities of each agency for items not covered under this Agreement.
  - 9.2.3. Determine, based on the percentage allocations specified in this Agreement the dollar value of the services for which each agency will pay annually, and direct that invoicing occur accordingly.
  - 9.2.4. Each agency will be invoiced separately at the agreed upon percentages for any additional services per the Operations Taskforce not covered in this Agreement.
  - 9.2.5. Recommend any changes to the allocations specified in this Agreement as deemed desirable based on actual experience.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**STATE OF MINNESOTA  
PARTNERSHIP CONTRACT**

**Federal Project #:** NA

**State Project (SP) Number:** NA

**Trunk Highway (TH) Number:** 61

**Project Description:** Maintenance and Operations Agreement for Tettegouche State Park Visitor Center/Rest Area.

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR").

**Recitals**

---

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties have jointly constructed the Tettegouche Visitor Center and Rest Area under previous contracts and agreements; and
3. The parties have an existing Maintenance and Operations Agreement No. 05289 that addresses Maintenance and Operations; and
4. The parties wish to cooperatively provide maintenance and custodial services at the Tettegouche State Park Visitor Center/ Rest Area; and
5. This agreement will supersede Maintenance and Operations Agreement No. 05289; and
6. Both parties are willing to enter this Contract to set forth their respective rights and duties.

**Contract**

---

**1. Term of Contract; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2. The DNR must not begin work under this contract until this contract is fully executed and the DNR has been notified by MnDOT's Authorized Representative to begin the work.
- 1.2. **Expiration Date:** This Contract will expire on June 30, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A-C are attached and incorporated into this Contract.

**2. Scope of Work**

- 2.1. The responsibilities and cost share of each Party for maintenance and custodial services of the Tettegouche State Park Visitor Center/Rest Area are defined in the following Exhibits A-C:
  - 2.1.1. Exhibit A: Definitions and Responsibilities
  - 2.1.2. Exhibit B: Cost Share: Percentage by Agency, Operational Services and Expenses, and Maintenance and Repair Services
  - 2.1.3. Exhibit C: Site Map: Walkway Snow and Ice Removal Responsibilities.

**3. Consideration of Payment**

- 3.1. MnDOT and DNR will perform the work and share in the cost as identified in Exhibit's A-C.

- 3.2. MnDOT will make an annual lump sum payment to the DNR for the base level custodial services covered by this Agreement, as provided in Exhibit A. The annual payment may be prorated and paid at different intervals if approved by the Operations Task Force.
- 3.3. Exhibit's A-C address the allocation of certain expenses between the parties in addition to the base level custodial services. The Operations Task Force will be responsible for balancing these other reimbursement amounts and making an annual assessment to the party owing the net reimbursement obligation. This allocation and assessment may happen on a more frequent basis if approved by the Operations Task Force. It is anticipated that MnDOT will generally owe reimbursements to the DNR under this Agreement.
- 3.4. The party owed the net reimbursement will create and enter an invoice in SWIFT. The party owing the net reimbursement will make payment using the bilateral netting process in SWIFT.
- 3.5. MnDOT's obligation due to the DNR for base level custodial services for FY 2023 through FY 2027 will not exceed \$135,000.00 per year, subject to adjustment by the Operations Task Force as provided here.  
MnDOT's total obligation for custodial services for FY 2023 through FY 2027 will not exceed \$675,000.00.
- 3.6. The obligations of the parties under this Agreement are subject to the appropriation and encumbrance of funds for such purposes as required by applicable law.

#### **4. Terms of Payment**

- 4.1. MnDOT or DNR will make payments to the other party within the terms of this agreement when the following conditions have been met:
  - 4.1.1. Execution of this Contract
  - 4.1.2. MnDOT's or DNR's receipt of an invoice as stated in 3.4 above, signed by the respective agencies Authorized Representative.
    - a. Electronic invoices are preferable. Please send electronic invoices to the MnDOT or DNR authorized representative.
    - b. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's District Accounts Payable Group or DNR's Accounts Payable Group.

#### **5. Contract Personnel**

- 5.1. MnDOT's Authorized Representative will be:  
Name/Title: Perry Collins/Maintenance Operations Engineer or successor  
MnDOT – District 1, Duluth  
Street Address: 1123 Mesaba Avenue, MS-010  
City State Zip: Duluth, MN 55811  
Telephone: 218-725-2827  
Email: [perry.collins@state.mn.us](mailto:perry.collins@state.mn.us)
- 5.2. DNR's Authorized Representative will be:  
Name/Title: Christa Maxwell/District Supervisor (Region 2, D4) or successor  
Street Address: 1568 Highway 2  
City State Zip: Two Harbors, MN 55616  
Telephone: 218-834-1429  
Email: [christa.maxwell@state.mn.us](mailto:christa.maxwell@state.mn.us)

## **6. Agency Point of Contact**

6.1. Each Agency's Point of Contact will be responsible for problem resolution with regard to maintenance and operations of the facility.

6.1.1. DNR's Point of Contact is:

Jason Peterson, Tettegouche State Park Manager, or his successor

Tettegouche State Park

5702 Highway 61

Silver Bay, MN 55614

Email: [Jason.a.peterson@state.mn.us](mailto:Jason.a.peterson@state.mn.us)

Phone: 218-353-8805

6.1.2. MnDOT's Point of Contact is:

Drew Rasmussen, MnDOT District 1 Facility Manager, or his successor

MnDOT District 1

1123 Mesaba Avenue

Duluth, MN 55811

Email: [drew.rasmussen@state.mn.us](mailto:drew.rasmussen@state.mn.us)

Phone: (218) 725-2728

## **7. Operations Task Force**

7.1. The Operations Task Force consists of each Agency's Authorized Representative and Point of Contact, and others designated by each agency.

### **7.2. Roles and Responsibilities**

7.2.1. Meet to review the Agreement, including each agency's responsibilities and cost-sharing percentages and to propose revisions as necessary.

7.2.1.1. Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only after issued as an amendment to this agreement and signed by each agency.

7.2.2. Determine the specific maintenance and operational responsibilities, including cost sharing percentages of each agency for items not covered by the agreement.

7.2.3. Determine the most efficient and cost effective method of cost-sharing within applicable statutes, rules and agency policies.

## **8. Facility**

8.1. The Facility consists of the following built infrastructure built within the MnDOT right-of-way: visitor center building, access road, oversize vehicle parking lot, vehicle parking lot, picnic shelter, wood shed, amphitheater, picnic grounds, overlooks, outdoor plaza, sidewalks and paths. It also includes water, and storm water utilities, parking lot and site lighting, stand-by generator, photo voltaic electrical panels, site amenities and landscaping.

8.2. The Facility also includes the entire wastewater utility built both on State Park property and MnDOT right-of-way.

## **9. Financial Responsibility of Each Agency**

9.1. MnDOT and DNR will collaborate to provide the most cost effective and efficient solution to operations, routine maintenance and repair; and major maintenance and repairs to the Facility.

9.2. Each agency will pay for operational, maintenance and repair costs under this Agreement according to the cost-share percentages listed in Exhibit B. The cost-share percentages are based on the primary purpose for each cost item or the space allocation of the Facility, or both.

9.2.1. Each payment under this agreement must be preceded by an appropriation and encumbrance of funds.

9.3. DNR is responsible for contracting, purchasing and invoicing of all operational services and expenses; and maintenance and repair services except as listed in this section.

- 9.4. MnDOT is responsible for contracting, purchasing and invoicing of maintenance and repairs services for access roads, parking lots and site lighting, including the electric service and power for the parking lots and site lighting.
- 9.5. Each agency is responsible for their agency's payment to the vendor.
  - 9.5.1. The agency responsible for service will place the order with the vendor.
    - 9.5.1.1. The agency will share all purchasing information with the partner agency.
    - 9.5.1.2. Each agency is responsible for creating purchasing documents to allow payment of that agency's percentage of the expense.
    - 9.5.1.3. The agency receiving the original vendor invoice will pay their percentage to the vendor and will send a copy of the invoice to the partner agency indicating their share to pay.
    - 9.5.1.4. The partner agency will pay their proportional percentage to the vendor.
- 9.6. Each agency is responsible for maintaining record of all contracts, purchase orders, invoices and payments paid by their respective agency.

## **10. Liability**

- 10.1. Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Contract. The liability of MnDOT and DNR is governed by Minn. Stat. §3.736 and other applicable law.

## **11. Audit**

- 11.1. Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the DNR relevant to this Contract are subject to examination by MnDOT and the Legislative Auditor for a minimum of six years.

## **12. Jurisdiction and Venue**

- 12.1. Minnesota Law governs the validity, interpretation and enforcement of this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in Ramsey County, Minnesota.

## **13. Government Data Practices**

- 13.1. The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

## **14. Assignment, Amendments, Waiver, and Contract Complete**

- 14.1. **Assignment.** Neither party may assign nor transfer any rights or obligations under this Contract without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.
- 14.2. **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Contract, or their successors in office.
- 14.3. **Waiver.** If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 14.4. **Contract Complete.** This contract contains all negotiations and Contracts between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

## **15. Dispute Resolution**

- 15.1. Parties must work cooperatively to resolve disputes in the most expedited and cost-effective manner possible. Parties will adhere to the following process to resolve disputes that have come to an impasse.
  - 15.1.1. Party claiming a dispute exists must give written notice to the Tettegouche Park Manager, specifying the nature of the dispute and the issues involved.
  - 15.1.2. Parties enter into negotiations.

- 15.1.3. If negotiations fail, Parties resolve issue through mediation using the Bureau of Mediation Services, Hamline Law School or another mediator as mutually agreed. Where mediation results in dispute resolution, the Mediator must submit a written document to Both Parties stating the terms to which the Parties agree to for dispute resolution.
- 15.1.4. If mediation fails the Parties agree to terminate the agreement. Mediator must submit a written document to Both Parties stating that the Parties were not able to come to an agreement to resolve the dispute. Refer to the termination section of this agreement.

## **16. Termination**

- 16.1. This Contract may be terminated by either party, with or without cause, upon 30 days written notice to the other party

**[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]**



**DEPARTMENT OF NATURAL RESOURCES**

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: Philip Leversedge Digitally signed by Philip Leversedge  
Date: 2022.06.27 07:59:19 -05'00'

Title: Deputy Director-Division of Parks and Trails

Date: June 27, 2022

DNR Contract #214579 KM

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Jessica Zielinski Digitally signed by Jessica Zielinski  
Date: 2022.06.28 13:46:22 -05'00'

SWIFT Contract # 214800

SWIFT Purchase Order # 3000650519

**COMMISSIONER OF TRANSPORTATION**

By: Jay Hietpas Digitally signed by Jay Hietpas  
Date: 2022.06.29 07:21:53 -05'00'

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**MnDOT Contract Management**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement**

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

## **Exhibit A**

### **Definitions and Responsibilities**

#### **1. Exhibit A provides supplemental information under this Agreement 1050838 between the DNR and MnDOT.**

Its purpose is to:

- 1.1. Define Operational Services and Expenses.
- 1.2. Define Maintenance and Repair Services.
- 1.3. Define Facility: Definition of Public Spaces
- 1.4. Define Responsibilities for Operational Services and Expenses.
- 1.5. Define Responsibilities for Maintenance and Repair Services.
- 1.6. Identify Custodial Services for Visitor Center/ Safety Rest Area.
- 1.7. Define Responsibilities for Grounds Maintenance.

#### **2. Definition of Operational Services and Expenses**

- 2.1. Operational Services include all utility services, electrical, heating, trash and recycling, telephone, internet; routine service to building systems (HVAC, Building Automated Systems, Security/Surveillance, water); operations of water and wastewater systems; and custodial services.
  - 2.1.1. Operational Services include recurring maintenance and repairs defined as those activities that are scheduled services in shared use spaces.
- 2.2. Operational Expenses include:
  - 2.2.1. Custodial supplies (i.e. toilet paper, garbage bags, cleaning supplies, etc.)
  - 2.2.2. Small tools and equipment (weed trimmers, leaf blower, ladders, shovels, rakes, etc.)
  - 2.2.3. Large cleaning equipment (floor cleaning/polishing equipment, wet/dry vacuum, etc.)
  - 2.2.4. Grounds keeping equipment (mowers, snow blower, etc.)

#### **3. Definition of Maintenance and Repair Services**

- 3.1. Facility Maintenance and Repair Services - Except Access Roads, Parking Lots and Site Lighting
  - 3.1.1. Routine Maintenance and Repairs
    - 3.1.1.1. Routine maintenance and repairs are defined as those activities costing \$250.00 or less per incident. This work includes any and all maintenance and repairs except for recurring maintenance and service as defined in Operational Services (Section 2.1).
  - 3.1.2. Major Maintenance and Repairs
    - 3.1.2.1 Major maintenance and repairs are defined as those activities, listed above, costing more than \$250.00 per incident. This does not include major replacement of facilities. Major replacement of facilities due to reaching the end of life cycle will be negotiated and paid under a separate cooperative construction agreement.
- 3.2. Maintenance and Repair Services - Access Roads, Parking Lots and Site Lighting
  - 3.2.1. Routine Maintenance and Repairs
    - 3.2.1.1. Routine maintenance and repairs are defined as those activities costing \$1,000.00 or less per incident.
  - 3.2.2. Major Maintenance and Repairs
    - 3.2.2.1. Major maintenance and repairs are defined as those activities estimated to be more than \$1,000.00 per incident. This does not include major replacement of access roads, parking lots and site lighting. Major replacement of access road, parking lot and lighting

# **Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement**

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

## **Exhibit A**

facilities due to reaching the end of life cycle will be negotiated and paid under a separate cooperative construction agreement.

### **3.3. Facility – Definition of Public Spaces**

3.3.1. For the purpose of identifying the financial and work responsibilities of each agency; the Facility, identified in the Agreement, is further defined as:

3.3.1.1. Primary Rest Area Spaces – includes the rest rooms, foyer and vestibules, parking lot areas and surrounding walkways and grounds.

3.3.1.2. Common Public Spaces – includes the great room, plaza, picnic shelter, picnic sites, pathways and overlooks and other grounds areas.

3.3.1.3. Other Public Spaces – includes the amphitheater, multi-purpose room, interpretive room and nature store.

### **4. Responsibilities for Operational Services and Expenses**

4.1. DNR has lead responsibility for coordinating Operational Services and Expenses.

4.2. MnDOT will provide support as needed when requested by Tettegouche State Park Manager (Park Manager).

4.3. DNR is responsible for contracting, purchasing and invoicing of all operational services and expenses; except as listed in this section.

4.4. MnDOT is responsible for contracting, purchasing and invoicing for parking lot and site lighting electrical service and power.

4.5. DNR is responsible for base-level custodial services.

4.6. DNR and MnDOT will consult and coordinate before undertaking any custodial services not covered by this agreement.

4.7. DNR and MnDOT will consult and coordinate on purchase of Large Cleaning Equipment and Grounds Keeping Equipment.

### **5. Responsibilities for Maintenance and Repair Services**

5.1. DNR has lead responsibility for coordinating Maintenance and Repair Services except as listed in this section.

5.1.1. DNR will coordinate all routine maintenance and repairs.

5.1.2. DNR and MnDOT will consult and coordinate before undertaking any major maintenance and repairs.

5.1.3. MnDOT may provide available personnel to assist with major maintenance and repairs.

5.2. MnDOT has lead responsibility for the maintenance of the access road, parking lots and all facilities a part thereof, including the site lighting.

5.2.1. MnDOT will coordinate all routine maintenance and repairs.

5.2.2. MnDOT and DNR will consult and coordinate before undertaking any major maintenance and repairs.

### **6. Custodial Services for Visitor Center/ Safety Rest Area**

6.1. DNR will perform services under this agreement as follows:

#### **6.1.1. Background**

6.1.1.1. The Tettegouche Visitor Center and Rest Area, hereinafter referred to as “the Facility”, is operated in partnership between MnDOT and the DNR. The Facility includes a portion of the building that serves the needs of the DNR, another serves that of MnDOT and another serves

## **Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement**

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

### **Exhibit A**

both agencies. The Facility ultimately serves the traveling and recreating public. MnDOT is responsible for providing custodial services to the MnDOT Rest Area portion of the building and the area common to both while the DNR provides custodial services in the DNR portion of the building. The DNR is taking over the custodial portion for the Rest Area portion of the building and area common to both from MnDOT. This includes daily routine custodial services within the Rest Area portion of the building and area common to both and its immediate grounds.

#### **6.1.2. Overview**

- 6.1.2.1. The Facility is open to the public 24 hours a day, seven days a week, year round. The DNR will provide on-site staff to provide daily custodial services for the MnDOT Rest Area portion of the building and the area common to both Monday thru Sunday from 9 A.M. to 5 P.M. and as needed outside of those hours from 7 A.M. to 11 P.M. at the Facility located in Lake County in Silver Bay, MN
- 6.1.2.2. The DNR will provide all supplies, equipment and materials needed to perform contracted custodial services and snow and ice activities.
- 6.1.2.3. MnDOT will provide any access to storage areas and provide a designated office on site for DNR custodial staff.

#### **6.1.3. DNR Responsibilities**

- 6.1.3.1. The DNR will provide ongoing services from 9 A.M. to 5 P.M. daily. This time period spans the heaviest visitorship at the Facility. During this time, building facilities, entry areas, lobbies and restrooms are heavily occupied, and this results in the need of continual cleaning and maintenance requirements. The DNR will also monitor the Rest Area portion and area common to both and provide services as needed between 7 A.M. and 11 P.M.
- 6.1.3.2. Services provided by the DNR's staff under this contract include:
  - 6.1.3.2.1. Mopping floors
  - 6.1.3.2.2. Cleaning windows
  - 6.1.3.2.3. Dusting
  - 6.1.3.2.4. Turning in lost and found items to DNR office
  - 6.1.3.2.5. Cleaning and restocking restrooms
  - 6.1.3.2.6. Cleaning and restocking sanitary napkin holders
  - 6.1.3.2.7. Litter pick up within the building and the immediate grounds
  - 6.1.3.2.8. Emptying trash receptacles in the building and immediate grounds
  - 6.1.3.2.9. Wiping down picnic tabletops in the picnic shelter
  - 6.1.3.2.10. Emptying ash trays
  - 6.1.3.2.11. Removing snow from pedestrian walkways to the building and entry plaza
  - 6.1.3.2.12. Placing deicing materials on pedestrian paths, as needed
  - 6.1.3.2.13. Assists with trash collection and placement in dumpsters
  - 6.1.3.2.14. Log daily water meter readings

#### **6.1.4. Required Levels of Service**

**Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement**

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

**Exhibit A**

- 6.1.4.1. Upon execution of this agreement the DNR Park Manager will provide practical training and detailed information to their staff.
- 6.1.4.2. The DNR will provide all cleaning agents and restocking supplies. Supplies include cleaning and disinfection materials and applicators/brushes, floor cleaning machine, brooms, snow shovels, snow blower, and when needed, deicing materials.
- 6.1.4.3. Clean the great room, meeting spaces, multipurpose room, patio, restrooms, and common areas.
- 6.1.4.4. Provide grounds custodial services related to walkways, entry plaza, picnic tables within the picnic shelter, and lawn areas. Services include litter pickup and small debris removal in the parking lots and walkways from the parking lot to the building.

**6.1.5. Daily Responsibilities**

- 6.1.5.1. Unlock and open the gate to the Great Room each morning at 7 A.M. or as determined by the DNR Park Manager.
- 6.1.5.2. Close and lock the gate to the Great Room at the end of the day as determined by the DNR Park Manager.
- 6.1.5.3. Clean windowsills, ledges, grills, soap dispensers, shelves, and mirrors
- 6.1.5.4. Clean walls, floors, and toilet partitions
- 6.1.5.5. Until COVID-19 protocols are rescinded, clean and disinfect urinals, toilets and sinks/counters every 30 minutes during times staff are on site. Custodial staff must follow social distancing requirements. This includes cleaning/disinfecting one of the paired mens or womens bathrooms at a time and preventing access by the public to the bathroom being cleaned during that time.
- 6.1.5.6. Clean and empty exterior ash trays
- 6.1.5.7. Perform visual checks on the operation of utilities such as heating systems, cooling systems, sewage systems, water systems and electrical systems and notify DNR Park Manager if any problems are observed
- 6.1.5.8. Record water meter readings
- 6.1.5.9. Collect and turn in any lost and found items to the DNR visitor counter
- 6.1.5.10. Raise and lower flags in accordance with required US Flag Code. Raise to half-staff in response to state or federal declarations.
- 6.1.5.11. Remove litter and small debris from parking lot and grounds.

**6.1.6. Check and address trouble areas as needed. DNR to check every two hours on the following:**

- 6.1.6.1. Remove wastepaper from floors
- 6.1.6.2. Mop problem areas – rest rooms, lobby, and entry areas
- 6.1.6.3. Clean smudges and smears on windows, doors, walls, and partitions
- 6.1.6.4. Clean sinks and mirrors
- 6.1.6.5. Clean water closets, urinals and drinking fountains
- 6.1.6.6. Check and re stock toilet tissue dispensers
- 6.1.6.7. Clean and re stock sanitary napkin containers
- 6.1.6.8. Clean hand dryers

**Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement**

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

**Exhibit A**

6.1.6.9. Clean and refill soap dispensers

6.1.6.10. Empty waste/recycling receptacles. Approximately 6 receptacles inside the building and 6 receptacles outside

**6.1.7. Weekly Responsibilities**

6.1.7.1. Check and clean floor drain

6.1.7.2. Clean and wipe off air duct vents

6.1.7.3. Clean light fixtures and lenses

6.1.7.4. Add water to low use floor drains

6.1.7.5. Wash all interior and exterior windows, except during winter in the rest area portion of the building and in the Great Room. This does not include upper tier windows.

**6.1.8. Monthly Responsibilities**

6.1.8.1. Wipe off electric motors in the attic of the Mezzanine space to keep free of dust.

6.1.8.2. Clean all air vent grills.

**6.1.9. Ongoing Responsibilities**

6.1.9.1. DNR staff must notify the DNR Park Manager when any maintenance or repairs are required to the Facility.

**7. Items provided or completed by the Parties**

7.1. The following will be provided or completed by the DNR: The DNR Park Manager will provide supervisory and management support for the work and be the primary contact for the DNR.

7.2. The following will be provided or completed by MnDOT: MnDOT District and Rest Area Program staff will provide support and services as defined in this agreement and conduct periodic review of services and support as needed. DNR will provide the necessary staff to perform custodial and grounds maintenance services within the common areas of visitor center/safety rest area for base level service.

7.2.1. MnDOT will pay DNR \$135,000.00 per year for the full cost of the base-level service. Base level service is defined as up to 365 day, 16 hour coverage.

7.2.2. DNR may subcontract the custodial work for base-level services and will pay 100% of the costs for any personnel needed in excess of the base-level service.

**7.3. Custodial Staff Responsibilities**

7.3.1. DNR will provide custodial maintenance to Primary Rest Area Spaces as first priority of service.

7.3.1.1. Maintenance of walkways shall include, but not be limited to litter and debris clean-up, snow and ice removal as defined in Section 8.1.7; and other maintenance activities necessary to keep the walkways in a safe and useable condition.

7.3.2. DNR will provide custodial maintenance to Common Public Spaces as second priority of service.

7.3.3. DNR will provide grounds maintenance services such as mowing as a third priority of service.

7.3.4. DNR may provide light cleaning and custodial maintenance in Other Public Spaces as lowest priority of service.

**8. Grounds Maintenance**

**8.1. Snow and Ice Removal**

8.1.1. DNR and MnDOT will cooperate on snow removal for the visitor center entrance road and car parking lots.



**Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement**

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

**Exhibit A**

- 8.1.2. MnDOT will have primary responsibility for the access road from Highway 61 and for the truck/recreational vehicle (RV) parking lot.
- 8.1.3. MnDOT snow removal crews will maintain safe access from Trunk Highway (TH 61) to the truck/rv parking lot during snow events. Snow removal from the truck/rv parking lot will not be completed until TH 61 is clear.
- 8.1.4. DNR will have primary responsibility for the visitor center car parking lot.
- 8.1.5. DNR will assist with snow removal from the access road and truck/rv parking lot until MnDOT crews have completed work on TH 61 and are able to complete snow removal at the rest area.
- 8.1.6. DNR will assist with snow removal in areas where MnDOT equipment has difficulty maneuvering.
- 8.1.7. DNR will have responsibility for snow and ice removal from walkway areas designated as First Priority and Second Priority in Exhibit C.
- 8.1.8. MnDOT will assist with snow removal requiring heavy equipment. Park Manager will coordinate with MnDOT subarea supervisor as needed.
- 8.1.9. DNR and MnDOT will cooperatively develop a plowing plan that minimizes impacts to landscape plantings, sidewalks and infrastructure, and provides optimal visitor access and manages water quality from snow melt and runoff.
- 8.2. Vegetation Maintenance
  - 8.2.1. DNR is responsible for care and maintenance of all landscape vegetation on the site.
  - 8.2.2. DNR and MnDOT will consult and coordinate replacement of landscape vegetation on the site.

# Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

## Exhibit B

### Cost Share: Percentages by Agency, Operational Services and Expenses and Maintenance & Repair Services

**1. Exhibit B provides supplemental information to Agreement 1050838 between the DNR and MnDOT.**

Its purpose is to:

- 1.1. Define Cost-Share Percentages of Facility.
- 1.2. Identify Cost-Share Percentages for Operational Services and Expenses.
- 1.3. Identify Cost-Share Percentages for Maintenance & Repair Services.

**1.1 Cost-Share Percentages of Facility**

This table defines the cost-sharing percentage for each major facility included in the Tettegouche Visitor Center and Safety Rest Area. It is based on primary function and use of space. The purpose of Table 1.1 is to provide a basis for cost-share percentages as listed in Tables 1.2 and 1.3, respectively.

**Table 1.1 Basis of Cost Sharing**

Facility	Square Footage (SF)	MnDOT SF	DNR SF	MnDOT Percentage	DNR Percentage
<b>Visitor Center</b>	10,400	4,056	6,344	39%	61%
<ul style="list-style-type: none"> <li>Rest Rooms, Vestibules/Foyer, Great Room, Multipurpose Room, Interpretive Exhibit Room , Nature Store, DNR Administrative Space, DNR Warehouse Space, Green View Office, Green View Storage, Mechanical/Electrical Spaces</li> </ul>					
<b>Picnic Shelter</b>				50%	50%
<b>Pavement, Utilities, Amenities</b>					
<ul style="list-style-type: none"> <li>Access Road &amp; Lighting</li> </ul>				50%	50%
<ul style="list-style-type: none"> <li>Truck/Recreational Vehicle Parking Lot &amp; Lighting</li> </ul>				100%	
<ul style="list-style-type: none"> <li>Car Parking Lot &amp; Lighting</li> </ul>				50%	50%
<ul style="list-style-type: none"> <li>Waste Water &amp; Water Utilities</li> </ul>				57%	43%
<ul style="list-style-type: none"> <li>Photo voltaic System</li> </ul>				50%	50%
<ul style="list-style-type: none"> <li>Sidewalks, Paths &amp; Overlooks</li> </ul>				50%	50%
<ul style="list-style-type: none"> <li>Site &amp; Building Furniture &amp; Amenities (Common Public Spaces)</li> </ul>				50%	50%
<ul style="list-style-type: none"> <li>Site &amp; Building Furniture &amp; Amenities (Other Public Spaces)</li> </ul>					100%
<ul style="list-style-type: none"> <li>Wood Shed</li> </ul>					100%
<b>Staff &amp; Equipment</b>					
<ul style="list-style-type: none"> <li>Custodial Labor – Base Level contracted</li> </ul>				100%	

# Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

## Exhibit B

with DNR			
• Stand-by Generator		50%	50%
• Grounds Keeping Equipment		50%	50%
• Building Maintenance Equipment		50%	50%
• Custodial Supplies & Small Tools			100%

### 1.2 Cost-Share Percentages for Operational Expenses.

This table identifies the cost-sharing percentages for operational services and expenses as defined in Exhibit A - Section 2.

**Table 1.2 Operational Services and Expenses Cost Sharing Percentages**

Item	Description	MnDOT Percentage	DNR Percentage
Electric Service and Power			
Visitor Center	Based on Visitor Center – SF %	39%	61%
Parking/Site Lighting	Lighting primarily serves Safety Rest Area Function	100%	
Wastewater Mound	Higher demand based on Rest Area services	57%	43%
Liquid Propane Gas	Based on Visitor Center – SF %	39%	61%
Trash & Recycling Services	Equal share	50%	50%
Telephone Service	DNR has primary need for phone system		100%
TTY Service Fees (monthly fees)	TTY required for Rest Area; No monthly service fee	NA	NA
Internet Service	Based on estimated band width usage	5%	95%
Electrical & Mechanical System Services	Based on Visitor Center – SF %	39%	61%
Water & Wastewater System Services – (Includes scheduled PM services and septic tank pumping)	Higher demand based on Rest Area services	57%	43%
Recurring Maintenance Services – (Includes scheduled services in shared use spaces)	Based on Visitor Center – SF %	39%	61%
Custodial Services – Contracted with DNR - Base Level Service	Base level service as defined in Exhibit A – Section 6	100%	
Purchase of Custodial Supplies, Small Tools & Equipment	As defined in Exhibit A – Section 2.2.1. & 2.2.2		100%
Purchase of Large Cleaning Equipment	As defined in Exhibit A – Section 2.2.3.	50%	50%
Purchase of Grounds Keeping Equipment	As defined in Exhibit A – Section 2.2.4.	50%	50%

# Tettegouche State Park Visitor Center/Rest Area Maintenance and Operations Agreement

**MnDOT Contract No: 1050838**

**DNR Contract No. \_\_\_\_\_**

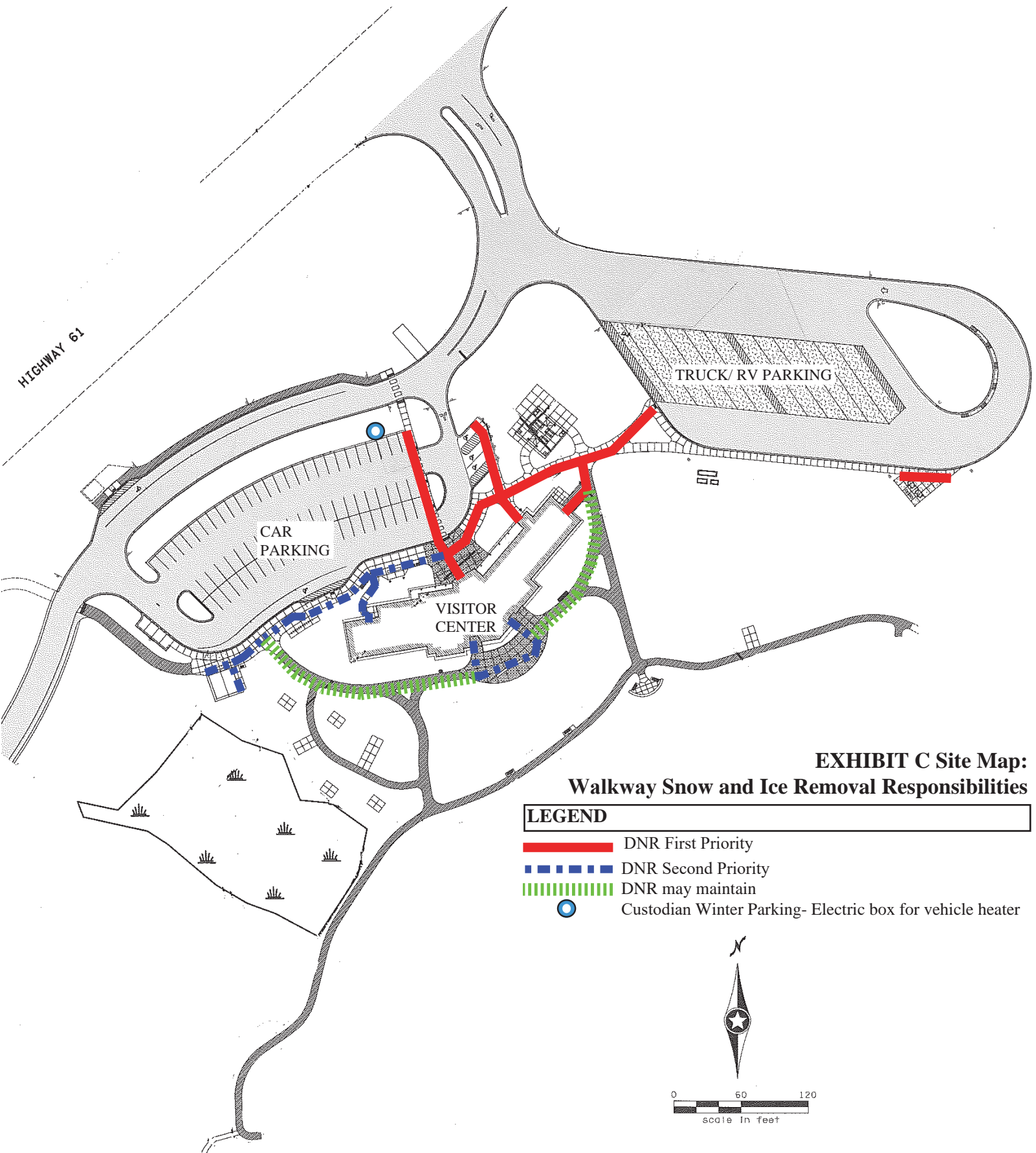
## Exhibit B

### 1.3 Cost-Share Percentages for Maintenance & Repair Services

This table identifies the cost-sharing percentages for maintenance and repair services as defined in Exhibit A- Section 3.

**Table 1.3: Maintenance and Repair Services Cost Sharing**

	<b>Routine Maintenance &amp; Repairs (\$250 or Less Per Incident)</b>		<b>Major Maintenance &amp; Repairs (More Than \$250 Per Incident)</b>	
<b>Facility</b>	MnDOT Percentage	DNR Percentage	MnDOT Percentage	DNR Percentage
Visitor Center		100%	39%	61%
Picnic Shelter		100%	50%	50%
Waste Water & Water Utilities	100%		57%	43%
Sidewalks, Paths & Overlooks		100%	50%	50%
Site & Building Furniture & Amenities (Common Public Spaces)		100%	50%	50%
Site & Building Furniture & Amenities (Other Public Spaces)		100%		100%
Photo voltaic System		100%	39%	61%
Wood Shed		100%		100%
Amphitheater		100%		100%
Equipment				
Security and Surveillance		100%	50%	50%
Stand-by Generator	100%		50%	50%
Small Tools and Equipment		100%		100%
Large Cleaning Equipment		100%	50%	50%
Grounds Keeping		100%	50%	50%
	<b>Routine Maintenance &amp; Repairs (\$1,000 or Less Per Incident)</b>		<b>Major Maintenance &amp; Repairs (More Than \$1,000 Per Incident)</b>	
<b>Facility</b>	MnDOT Percentage	DNR Percentage	MnDOT Percentage	DNR Percentage
Truck/Recreational Vehicle Parking Lot	100%		100%	
- Lighting	100%		100%	
Car Parking Lot & Access Road	100%		50%	50%
- Lighting	100%		50%	50%





MnDOT Contract Number: 1050967

**STATE OF MINNESOTA  
INTERAGENCY CONTRACT**

**Federal Project #:** N/A**State Project (SP) Number:** Multiple**Trunk Highway (TH) Number:** Multiple**Project Description:** State Patrol Extraordinary Enforcement in Work Zones

This Contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Public Safety ("DPS") (Contractor).

**Contract****1. Term of Contract; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2. DPS must not begin work under this contract until this contract is fully executed and DPS has been notified by the State's Authorized Representative to begin the work.
- 1.2. **Expiration Date:** This Contract will expire on 06/30/2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Appendix A, a cost calculation matrix, and Appendix B, entitled "Extraordinary Enforcement Guidelines Procedures", are attached, and incorporated into this Contract.

**2. Scope of Work**

- 2.1. MnDOT awards contracts for and administers construction and maintenance projects on highways statewide. For some projects, MnDOT believes that having State Troopers provide "extraordinary" law enforcement in work zones (enforcement beyond the normal, routine patrol activity) will help to make those works zones safer. DPS is willing to provide such extraordinary enforcement if MnDOT pays DPS the cost of providing such enforcement.
- 2.2. MnDOT will reimburse DPS for State Patrol services as specified in Article 3.
- 2.3. DPS will provide off-duty State Patrol officers for extraordinary traffic enforcement and traffic control upon request from MnDOT, and in accordance with the attached "Policy and Procedures for the Use of Extraordinary Enforcement in Construction Work Zones".
- 2.4. DPS will invoice MnDOT as specified in Article 4.
- 2.5. DPS will, at regular intervals, provide MnDOT with a spreadsheet suitable for verifying the State Patrol wages being billed to MnDOT construction and maintenance projects. Format of the spreadsheet will be manually agreed to by the parties.

**3. Consideration of Payment**

- 3.1. MnDOT will pay DPS for the extraordinary enforcement services on the following basis:
  - 3.1.1. The actual rate of overtime wage paid for every hour the State Patrol officer is engaged in extraordinary enforcement, such wages to be determined in accordance with Appendix A.
  - 3.1.2. Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with Article 3.1.1 above.



- 3.1.3. DPS indirect/administrative costs will be paid, at the prevailing rate, applied to the costs specified in Articles 3.1.1 and 3.1.2 above.
- 3.1.4. An allocated share of FICA and a works comp factor will be paid, in accordance with the table in Appendix A.
- 3.1.5. Travel to the construction/maintenance work zone, patrol mileage, and return to base will be paid at the established rate for the class of vehicle used.
- 3.1.6. Subsistence and lodging will be paid in accordance with the specification of the applicable collective bargaining agreement. Copies of expense vouchers must be submitted with invoices.
- 3.2. Appendix A is valid for State Fiscal Year 2023. Rates will be subject to change every fiscal year. Near the start of each fiscal year, DPS will provide MnDOT with a revised Appendix A. Upon acceptance by MnDOT, such revised Appendix A will be deemed to be incorporated into and become part of this Agreement without a formal amendment.
- 3.3. All services provided by the College under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 3.4. MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, MnDOT will notify the DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 3.5. DPS must submit the signed invoice, and all required supporting documentation, for review and payment, to the MnDOT Authorized Representative List in this Exhibit, Item 1.1. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Authorized Representative.
- 3.6. The total obligation of MnDOT for all compensation and reimbursements to DPS under this Contract will not exceed \$5.5 million.

#### **4. Terms of Payment**

- 4.1. All services provided by the DPS under this Contract must be performed to the reasonable satisfaction of MnDOT, as determined at the sole discretion of MnDOT's Authorized Representative.
- 4.2. DPS must create and enter an invoice in SWIFT.
- 4.3. MnDOT will make payments using the bilateral netting process in SWIFT.
- 4.4. DPS will invoice MnDOT on a bi-weekly basis. Invoice must itemize hours worked, retirement costs, indirect costs, travel costs, and subsistence/lodging costs; and must be in accordance with the following: All invoices must refer to the individual construction or maintenance project number and contract number. The project number and contract number will be provided to the District Patrol Captain and Patrol Officer by the Construction Assistant district Engineer or Area Maintenance Engineer coordinating the State Patrol services.
- 4.5. If funding for extraordinary enforcement is transferred to MnDOT district offices, then DPS will be required to submit invoices to the appropriate MnDOT district for payment.

#### **5. Contract Personnel**

- 5.1. The agreement personnel have the power to give and receive any notices and make any other decisions required or permitted by this agreement.
- 5.2. MnDOT's Authorized Representative will be:
  - Name/Title: Tom Raven, State Construction Engineer, or successor
  - MnDOT – Office of Construction & Innovative Contracting
  - Street Address: 395 John Ireland Blvd MS 650
  - City State Zip: St Paul, MN 55155-1899

Telephone: 651-366-4228

Email: tom.raven@state.mn.us

5.3. DPS's Authorized Representative will be:

Name/Title: Matthew Langer, Colonel Minnesota State Patrol, or successor

Street Address Minnesota Street Suite 130

City State Zip: St Paul, MN 55101-5130

Telephone: 651-201-7114

Mobile: 612-919-8178

Email: matthew.langer@state.mn.us

**6. Amendments**

- 6.1. Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Data Practices**

- 8.1. Each party must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, as it applies to all data furnished to or by a party to this Contract.

**9. Termination**

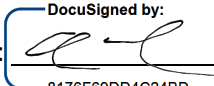
- 9.1. Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

**[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]**

MnDOT Contract Number: 1050967

**CONTRACTOR**

DPS certifies that the appropriate person(s) have executed the contract on behalf of DPS as required by applicable articles, bylaws, resolutions or ordinances.

By:  \_\_\_\_\_

Title: Colonel and Chief of the MN State Patrol

Date: 6/26/2022

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By:

Date:

SWIFT Contract # 214938

SWIFT Purchase Order # 3000650972

**COMMISSIONER OF TRANSPORTATION**

By:

Date:

Title: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

By:

Date:

**APPENDIX A**

Minnesota Department of Public Safety  
State Patrol Escort and Contract Rates  
For Fiscal Year 2023 (7/1/2022-6/30/2023)  
Minnesota Statute 299D.09

	FY 2023 (7/1/2022-6/30/2022)
Trooper overtime rate with vehicle	\$122.18
Trooper overtime rate without vehicle	\$97.18
Radio operator overtime rate	\$55.97
Radio operator straight time rate	\$37.66
CVI overtime rate	\$59.27
Clerical support overtime rate	\$46.96
Clerical support straight time rate	\$32.21
Capitol Security Guards overtime rate	\$45.19
Capitol Security Guards straight time rate	\$30.16
Capitol Security Supervisor overtime rate	\$46.63
Capitol Security Supervisor straight time rate	\$33.57

**Commissioner's Approval**

  
\_\_\_\_\_  
Thomas Smith  
Assistant Commssioner

6/17/2022

\_\_\_\_\_  
Date

## **APPENDIX B**

### **Extraordinary Enforcement Policy, Procedures and Guidelines**

Speed limit signs alone do not always reduce vehicle speeds in the work zone. In many cases, special efforts must be taken to enforce speed limits and reduce the risk of crashes within the work zone. The Minnesota Department of Transportation (MnDOT) employs the Minnesota State Patrol (MSP) for extraordinary enforcement on federal or state funded construction projects.

MnDOT has a procedure for obtaining extraordinary enforcement funding on construction projects. Funding for these enforcement services is available if approved in advance by the State Construction Engineer. Requests are considered on a project-by-project basis.

#### **Extraordinary Enforcement Guidelines**

It is the guidelines of the Minnesota Department of Transportation (MnDOT) to employ extra enforcement and surveillance efforts when it is reasonably expected to increase the safety of the travelling public or construction personnel. The need for extraordinary enforcement should be identified early in the project development process.

#### **Commercial Vehicle Inspections (Truck Inspections)**

Truck inspections or Commercial Vehicle Inspections may also be included in the extraordinary enforcement effort. MSP Troopers can provide truck inspection support on a contract basis and Commercial Vehicle Inspectors (CVI) can provide support along with a trooper. Obtaining funding and support follows basically the same procedure as that used to obtain extraordinary enforcement services. A major difference is that truck inspection requires more flexibility in its planning and operation.

#### **Planned vs. Immediate Requests**

Planned use for extraordinary enforcement and truck inspection ensures enough time for processing and provides better coordination between MnDOT and the MSP. Prior planning provides efficient use of safety and enforcement resources. A planned request is always preferable to an immediate request.

Immediate requests are requests that take less than one week to process before enforcement is desired. Procedures for immediate requests are the same for those planned requests.

## **APPENDIX B**

### **Extraordinary Enforcement Policy, Procedures and Guidelines**

#### **Procedure**

It is important that requests, and their approval, precede contracting for extraordinary enforcement and truck inspection services. The following steps outline the extraordinary enforcement process:

#### **MnDOT District**

1. Analyze the phases of your project to find which may require extraordinary enforcement.
2. Contact the local State Patrol District Office and request assistance in the enforcement plan. Base estimate on the given MSP hourly rate for contracted services.
3. Submit a request for extraordinary enforcement services funding to the State Construction Engineer and Work Zone Safety Coordinator.

#### **State Patrol (MSP)**

4. Assists in the development of the Work Zone Enforcement Plan, and provide an estimate of the cost.

#### **Construction Office (CO)**

5. Evaluates the District request for enforcement services. Send approval, or reason for denial, to requesting district. Allocate funds if approved.

#### **MnDOT District**

6. If the request is approved, contact MSP to coordinate provisions of the extraordinary enforcement plan and modify as needed. Review the trooper checklist, and contact MSP as needed.

#### **State Patrol (MSP)**

7. Provides extraordinary enforcement services. Coordinates with Project Engineer or designated representative.

#### **State Patrol Headquarters**

8. Submits invoices and supporting documentation (e.g. timesheets) with appropriate State Project or contract number to MnDOT's Office of Construction and Innovative Contracting.

#### **Construction Office (CO)**

9. Audits and tracks invoices and supporting documents. Submits MSP invoices for payment.

#### **Business Services Office (CO)**

10. Makes payments to MSP.

#### **MnDOT District**

11. Monitor the continued need and appropriation of the enforcement effort, modify as needed.

In the case of immediate requests, email an information copy of the request directly to the Work Zone Safety Group. Ted Ulven ([ted.ulven@state.mn.us](mailto:ted.ulven@state.mn.us)) or Jackie Brown ([Jackie.brown@state.mn.us](mailto:Jackie.brown@state.mn.us))



**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**Federal Project Number:** N/A

**State Project Number (SP):** N/A

**Trunk Highway Number (TH):** N/A

**Project Identification:** Chemical Analysis of MnDOT Environmental Samples Collected

This contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Health ("MDH").

**Recitals**

---

1. MDH provides analytical services as outlined in the Environmental Laboratory Sampling and Analysis Guide document, which is made available to clients at the Environmental Laboratory internet page. Additional services not listed in the Environmental Laboratory Sampling and Analysis Guide can be provided with mutual agreement between MDH and its partner.
2. The Environmental Laboratory Sampling and Analysis Guide lists the methods used for the analytical services provided by MDH. The methods are approved for use by the regulatory requirements found in Title 40 of the Code of Federal Regulations (CFR). The technologies used by MDH follow the requirements specified in the approved methods. When a regulatory requirement does not exist for analytical services provided, MDH will utilize a method and technology appropriate to the services being offered and agreeable to the partner.
3. **WHEREAS**, the MnDOT and MDH have authority to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59, subdivisions 1 (to jointly exercise common powers) and 10 (to provide services to each other); and
4. **WHEREAS**, the MDH has the authority to enter into Professional or Technical Services pursuant to Minnesota Statute 15.061; and
5. **WHEREAS**, the commissioner of MDH is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services by the department pursuant to Minnesota Statute 144.0742.

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023, or the date that all obligations have been fulfilled and all deliverables have been approved by MnDOT, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Types 1071 and 2195.
- 2.2. Duties of MDH
  - 2.2.1. MDH will provide analytical services testing water and other environmental samples that will be collected and submitted to MDH by MnDOT for the constituents listed under the heading "Analysis Name" in the Minnesota Department of Health Public Health Laboratory Division FY 2023 Price List, which is attached to and incorporated into this Agreement as Exhibit A.
  - 2.2.2. MDH will handle, store, and analyze the submitted environmental samples according to the

applicable standards promulgated by the United States Environmental Protection Agency (EPA).

- 2.2.3. MDH will provide MnDOT with the completed analysis for all submitted environmental samples within 21 business days after receipt.
- 2.2.4. If an analysis is specified on the Chain of Custody form as being a priority analysis, MDH will provide MnDOT with the completed analysis for the priority submitted environmental sample within 10 business days after receipt.
- 2.2.5. With written consent from both parties, the methods MDH analysts use to test samples may be altered from those listed in Exhibit A, as long as the change is compliant with federal regulations and the change does not affect the overall budget.
- 2.2.6. MDH agrees to perform environmental sample analysis pursuant to this Agreement using methods approved by the applicable regulations or required by the applicable permits.
- 2.2.7. MDH will provide MnDOT with the following materials and equipment:
  - i. Bottles, bottle labels, chemical preservatives, and all other materials and supplies necessary for MnDOT to properly collect samples for analysis.
  - ii. When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.
  - iii. MDH will update and keep current the published guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare samples prior to submittal available at: [Environmental Laboratory Sampling and Analysis Guide](#)
- 2.2.8. MDH will maintain a quality control program consistent with EPA guidelines, and its Public Health Laboratory will maintain its current EPA Certification for drinking water analysis.
- 2.2.9. MDH will grant the MnDOT Authorized Representative access to MDH's Premium Element ClientConnect system, which enables MnDOT to access MnDOT's data from reviewed to completion.
- 2.2.10. MDH will, in consultation with MnDOT, develop a method by which environmental sampling results data may be electronically transferred from MDH's computerized data repositories directly to MnDOT's chemical and environmental computer data storage system. No additional compensation is contemplated for this project pursuant to this Agreement.
- 2.2.11. MDH will retain all raw and supporting data generated pursuant to this Agreement, consistent with all applicable retention schedules, or five years, whichever is longer.
- 2.2.12. MDH will destroy all samples received from MnDOT pursuant to this Agreement consistent with current MDH disposal policies.
- 2.2.13. MDH, if it fails to analyze any sample pursuant to Sections 2.2.2 or 2.2.3 above, will notify the MnDOT Authorized Representative by e-mail as soon as possible, but no later than 4:00 pm of the next business day. MDH will nonetheless complete the analysis with regards to any such sample, if possible, unless MnDOT advises otherwise. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee for any such sample.
- 2.2.14. MDH will maintain laboratory analysis reports pertaining to the samples analyzed pursuant to this Agreement in a way which will identify, deliver, and report separately the results of analyses conducted on the samples collected from MnDOT's Office of Environmental Services (OES) Projects (**Activity Code 1071**), and MnDOT's Metro Projects (**Activity Code 2195**).
- 2.2.15. MDH will permit MnDOT to inspect any laboratory data logs at MnDOT's request.

### 2.3. Duties of MnDOT

- 2.3.1. MnDOT will collect samples and deliver the samples via in-person drop-off or the use of any courier service specified by MnDOT to MDH's Environmental Laboratory for analysis.
- 2.3.2. MnDOT will be responsible for all sample shipping and delivery costs and expenses.
- 2.3.3. Every sample delivered by MnDOT will be accompanied by a Chain of Custody form that meets all requirements of the current MDH [Sample Acceptance Policy](#).
- 2.3.4. All information on the Chain of Custody form will be recorded in indelible ink with any changes lined through such that the original entry is visible and include the date and initials of the person making the change.
- 2.3.5. When multiple analytical methods are available, MnDOT will identify on the Chain of Custody form which method MDH should use for sample analysis. If none is specified, MDH will contact MnDOT for method clarification prior to sample processing.

### **3. Consideration and Payment**

#### **3.1. MDH will be paid as follows:**

- 3.1.1. The cost of the work performed by MDH on water samples will be based on summation of the fixed price for each chemical analysis as listed in Exhibit A.
- 3.1.2. MDH will submit to MnDOT a monthly invoice containing a tabulation that separately lists the number of analyses completed for each constituent.
- 3.1.3. MDH will not exceed the costs listed below:
  - i. MnDOT's OES Projects (DD): \$4,000.00
  - ii. MnDOT's Metro Tunnel Project (DR): \$3,000.00
- 3.1.4. The table of fixed costs for individual chemical analyses listed in Exhibit A will remain in effect during the effective period of this Agreement.
- 3.1.5. The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.
- 3.1.6. Charges for priority work as noted in Section 2.2.4 of this Agreement will be based on the standard charge listed in Exhibit A for the analysis plus an additional 50 percent surcharge.
- 3.1.7. MDH will invoice to MnDOT, and MnDOT will pay to MDH, such direct expenses incurred by MDH for:
  - i. The purchases of containers, materials and supplies as may be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.
  - ii. Any other services from MDH to MnDOT pursuant to this Agreement, as mutually agreeable between MDH and MnDOT, provided the budget for this Agreement is not exceeded.
- 3.1.8. MnDOT will not pay for any sample analyzed in the event that sample is not analyzed pursuant to the terms and conditions of this Agreement.
- 3.1.9. Lab processing fee, equipment fee and agency indirect is included in the analysis cost listed in Exhibit A.

- 4. **Terms of Payment.** MnDOT will make payment within 30 days after MDH has presented invoices for services performed or goods or materials supplied to MnDOT. All services provided by MDH pursuant to this Agreement will be performed to the satisfaction of MnDOT as determined by MnDOT's Project Manager and Authorized Representative.

- 4.1. MDH will use the format set forth in MDH Invoice Form, which is attached to and incorporated into this Agreement as Exhibit B, accompanied by tabulation as required by Section 3.1.2 when submitting invoices. Invoices for payment will be submitted by the 15<sup>th</sup> of every month.
- 4.2. Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
- 4.3. An invoice summary will be provided from MDH to MnDOT for review prior to a final invoice being generated. MnDOT will have 5 business days to review this summary, and must notify MDH of any discrepancies during this time period.
- 4.4. The rates for individual analysis as listed in Exhibit A and for analysis for parameters listed in Section 3 of this Agreement are subject to final audit.
- 4.5. The total obligation of MnDOT for all compensation and reimbursements to MDH under this Agreement will not exceed \$7,000.00.

## **5. Conditions of Payment**

- 5.1. All services provided by MDH under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2. MnDOT will promptly pay all outstanding obligations due and owing under this Agreement as required by Minnesota Statutes §16A.124.
- 5.3. MnDOT will make undisputed payments no later than 30 days after receiving MDH invoices for services performed.
- 5.4. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 5.5. MDH will create an invoice and enter it in the Statewide Integrated Financial Tools("SWIFT").
- 5.6. MnDOT will make payment using the bilateral netting process in SWIFT.

## **6. Authorized Representatives**

- 6.1. MnDOT's Authorized Representative will be:  
Name/Title: Nicole Peszynski/Contract Administrator  
Address: Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard  
Saint Paul, Minnesota 55155  
E-Mail: nicole.peszynski@state.mn.us
- 6.2. MnDOT's Project Manager will be:  
Name/Title: Harold Bottolfson/State Program Administrator, Principal  
Address: Environmental Stewardship, Mail Stop 660  
6000 Minnehaha Avenue  
Saint Paul, Minnesota 55164-0899  
Telephone: 651-366-5812  
E-Mail: Harold.bottolfson@state.mn.us
- 6.3. MDH Authorized Representative will be:  
Name/Title: Stefan Saravia/Public Health Lab Manager  
Address: 601 Robert Street  
Saint Paul, Minnesota 55164  
Telephone: 651-201-5579  
E-Mail: Stefan.saravia@state.mn.us

## **7. Amendments**

- 7.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**8. Liability**

- 8.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**9. Termination**

- 9.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**10. Plain Language; Accessibility Standards**

- 10.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MDH must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MDH will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

- 10.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MDH agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MDH's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MDH will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**11. Title VI/Non-discrimination Assurances.**

- 11.1. The MDH agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The MDH will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the MDH's compliance with this provision. The MDH must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making the MDH's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**MINNESOTA DEPARTMENT OF HEALTH**

Signed: Jennifer Kritzky

Title: Acting Accounting Director

Date: 7/11/22

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:





# Minnesota Department of Health

## Public Health Laboratory Division

### FY 2023 Price List

#### General Chemistry

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Alkalinity, Bicarbonate as $\text{CaCO}_3$ <sup>1</sup>	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity, Carbonate as $\text{CaCO}_3$ <sup>1</sup>	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity as $\text{CaCO}_3$	SM 2320 B 22 <sup>nd</sup> ED SM 2320 B-2011	Drinking Water Non-potable Water	22
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	21
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	21
Bromide	EPA 300.1	Drinking Water Non-potable Water	24
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	20
Chlorophyll <i>a</i>	SM 10200 H-2011	Non-potable Water	45
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2011	Non-potable Water	70
Color	SM 2120 B 22 <sup>nd</sup> ED SM 2120 B-2011	Drinking Water Non-potable Water	18
Conductivity	SM 2510 B 22 <sup>nd</sup> ED SM 2510 B-2011	Drinking Water Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	100
Cyanide, Free	SM 4500-CN <sup>-</sup> F 22 <sup>nd</sup> ED	Drinking Water	36
Dissolved Organic Carbon (DOC)	SM 5310 C 22 <sup>nd</sup> ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Fluoride	SM 4500-F <sup>-</sup> C 22 <sup>nd</sup> ED SM 4500-F <sup>-</sup> C-2011	Drinking Water Non-potable Water	21
Fluoride, Dissolved	SM 4500-F <sup>-</sup> C 22 <sup>nd</sup> ED	Drinking Water	21

<sup>1</sup> Calculation. Requires Total Alkalinity & pH for analysis.

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
	SM 4500-F <sup>-</sup> C-2011	Non-potable Water	
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	Drinking Water Non-potable Water	40
Total Kjeldahl Nitrogen, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	40
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite	EPA 353.2	Drinking Water Non-potable Water	22
Nitrate + Nitrite, Dissolved	EPA 353.2	Drinking Water Non-potable Water	22
Nitrite	SM 4500-NO <sub>2</sub> <sup>-</sup> B 22 <sup>nd</sup> ED SM 4500-NO <sub>2</sub> <sup>-</sup> B-2011	Drinking Water Non-potable Water	30
Nitrite, Dissolved	SM 4500-NO <sub>2</sub> <sup>-</sup> B 22 <sup>nd</sup> ED SM 4500-NO <sub>2</sub> <sup>-</sup> B-2011	Drinking Water Non-potable Water	30
Orthophosphate	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	25
Orthophosphate, Dissolved	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	25
Pheophytin <i>a</i>	SM 10200 H-2011	Non-potable Water	15
Phosphorus, Total	EPA 365.1	Drinking Water Non-potable Water	24
Phosphorus, Dissolved	EPA 365.1	Drinking Water Non-potable Water	24
Silica	SM 4500-SiO <sub>2</sub> C 22 <sup>nd</sup> ED SM 4500-SiO <sub>2</sub> C-2011	Drinking Water Non-potable Water	40
Silica, Dissolved	SM 4500-SiO <sub>2</sub> C 22 <sup>nd</sup> ED SM 4500-SiO <sub>2</sub> C-2011	Drinking Water Non-potable Water	40
Solids, Suspended (TSS)	SM 2540 D 22 <sup>nd</sup> ED SM 2540 D-2011	Drinking Water Non-potable Water	25
Solids, Suspended Volatile (TSVS) <sup>2</sup>	SM 2540 E 22 <sup>nd</sup> ED SM 2540 E-2011	Drinking Water Non-potable Water	40
Solids, Total Dissolved (TDS)	SM 2540 C 22 <sup>nd</sup> ED SM 2540 C-2011	Drinking Water Non-potable Water	40
Solids, Total (TS)	SM 2540 B 22 <sup>nd</sup> ED SM 2540 B-2011	Drinking Water Non-potable Water	30
Solids, Total Volatile (TVS) <sup>2</sup>	SM 2540 E 22 <sup>nd</sup> ED SM 2540 E-2011	Drinking Water Non-potable Water	50
Sulfate	EPA 300.1	Drinking Water Non-potable Water	20
Total Organic Carbon (TOC)	SM 5310 C 22 <sup>nd</sup> ED SM 5310 C-2011	Drinking Water Non-potable Water	22

<sup>2</sup> Includes price of Total Suspended Solids or Total Solids analysis.

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Turbidity	SM 2130 B 22 <sup>nd</sup> ED SM 2130 B-2011	Drinking Water Non-potable Water	20
UV Absorbance @ 254 nm	SM 5910 B 22 <sup>nd</sup> ED SM 5910 B-2013	Drinking Water Non-potable Water	35
UV Absorbance @ 440 nm	MDH	Drinking Water Non-potable Water	35
UV Absorption, specific <sup>3</sup>	Calculation	Drinking Water Non-potable Water	0

### Microbiology

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Coliform – MPN – QT	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	33
Coliform – PA	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	27
Coliform – PA (Surface Source Waters)	SM 9223 B 22 <sup>nd</sup> ED	Drinking Water	27
E. coli – MPN – QT	SM 9223 B-2004	Non-potable Water	27

---

<sup>3</sup> Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

**Metals**

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Calcium as CaCO <sub>3</sub>	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Calcium as CaCO <sub>3</sub> , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Cobalt, Dissolved	EPA 200.8	Drinking Water	20

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Copper, Dissolved Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Hardness	SM 2340 B 22 <sup>nd</sup> ED SM 2340 B-2011	Drinking Water Non-potable Water	18
Hardness, Dissolved (6010B)	SM 2340B-2011	Non-potable Water	18
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	20
Iron, Low Level Dissolved	EPA 200.7	Drinking Water Non-potable Water	20
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Magnesium as CaCO <sub>3</sub>	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Magnesium as CaCO <sub>3</sub> , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	18
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Mercury	EPA 245.1	Drinking Water Non-potable Water	67

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Mercury, Dissolved	EPA 245.1	Drinking Water Non-potable Water	67
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	10
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	20
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	20
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	20
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	20
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20



Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	20

### Radiochemistry

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	80
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	75
Gamma	SM 7120 B 22 <sup>nd</sup> ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	130
Gamma	SM 7120 B-2011	Non-potable Water	130
Ni-63 Wipes	MDH	Wipe	45
Radium 226/228	EPA 903.0/904.0	Drinking Water	250
Strontium, Milk	EPA 520/5-84-006	Biological Material	325
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85

**Organic Chemistry**

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
1,4-Dioxane	MDH	Drinking Water Non-potable Water	150
Carbamates in Water	EPA 531.2	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.3	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PFAS in Water	EPA 533	Drinking Water Non-potable Water	400
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	285
THMs in Water	EPA 524.3	Drinking Water	90
VOCs in Water 524, Low Level	EPA 524.3	Drinking Water Non-potable Water	110
VOCs in Water 524, Low Level MDL	EPA 524.3	Drinking Water Non-potable Water	110
VOCs in Water 8260	EPA 8260D	Drinking Water Non-potable Water	110
VOCs in Water 8260, MDL	EPA 8260D	Drinking Water Non-potable Water	110

### Biomonitoring and Emerging Contaminants

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Arsenic Speciation in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Blood Metals	MDH	Biological Materials	TBD <sup>4</sup>
BTZs and BTHs in Water	MDH	Non-potable Water	TBD <sup>4</sup>
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Comprehensive Drug Screen (HRMS)	MDH	Biological Materials	TBD <sup>4</sup>
Creatinine in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Cyanide in Whole Blood	MDH	Biological Materials	TBD <sup>4</sup>
Designer Drug Panel	MDH	Biological Materials	TBD <sup>4</sup>
Drugs in Water	MDH	Non-potable Water	TBD <sup>4</sup>
Environmental Phenols in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Fatty Acids in Plasma	MDH	Biological Materials	TBD <sup>4</sup>
Flame Retardants in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD <sup>4</sup>
HBCD	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Hydroquinone in Cream	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Hydroxy PAHs in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Mercury in Bloodspots	MDH	Biological Materials	TBD <sup>4</sup>
Mercury in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Metals Analysis by XRF	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Metals in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Multi Drug Panel	MDH	Biological Materials	TBD <sup>4</sup>
Non-Targeted Analysis	MDH	Non-potable Water	TBD <sup>4</sup>
Opioid Panel	MDH	Biological Materials	TBD <sup>4</sup>
Pesticides in Urine	MDH	Biological Materials	TBD <sup>4</sup>
PFAS in Milk	MDH	Biological Materials	TBD <sup>4</sup>
PFAS in Plasma	MDH	Biological Materials	TBD <sup>4</sup>
PFAS in Serum	MDH	Biological Materials	TBD <sup>4</sup>
Phthalates in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Steroids in Cream	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Urine Specific Gravity	MDH	Biological Materials	TBD <sup>4</sup>
VOCs in Blood/Serum	MDH	Biological Materials	TBD <sup>4</sup>

**Additional Analyses for Prior Approval**

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD <sup>4</sup>
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD <sup>4</sup>
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Sand	Petrology of Sedimentary Rocks, 2 <sup>nd</sup> ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S <sup>2-</sup> E-2000	Non-potable Water	TBD <sup>4</sup>
Sulfide, Acid-Volatile	SM 4500-S <sup>2-</sup> J-2000	Solid and Chem. Mat.	TBD <sup>4</sup>
Total Organic Carbon (TOC)	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
VOCs	EPA 8260D	Solid and Chem. Mat.	TBD <sup>4</sup>

---

<sup>4</sup> Contact lab for current price.

### Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY 23 Price (\$)
Administrative Consult <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>5</sup>
Administrative Fee <sup>6</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies <sup>6</sup>
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>5</sup>
Sample Containers <sup>7</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 <sup>7</sup>
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract <sup>8</sup>	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies <sup>8</sup>

---

<sup>5</sup> This analysis is billed on a per hour basis.

<sup>6</sup> This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

<sup>7</sup> Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

<sup>8</sup> This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*
5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1050989

Contract Expiration Date: June 30, 2023

SP Number: N/A TH Number: N/A

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$4,000.00			
2. Metro Tunnel Project Costs	\$3,000.00			
<b>Net Earning Totals:</b>	<b>\$7,000.00</b>			
<b>Total Amount due this invoice:</b>				<b>\$</b>

**Contractor: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
2195			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



MnDOT Contract Number: 1051106

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**Federal Project Number:** TA 8823(046)**State Project Number (SP):** N/A**Trunk Highway Number (TH):** N/A**Project Identification:** OSA Portal Rewrite Scoping

This contract is between the Minnesota Department of Transportation ("MnDOT"), Minnesota Department of Administration ("ADMIN"), and Minnesota Geospatial Information Office ("MnGeo").

**Recitals**

1. The contract is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

**Contract****1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023, or the date that all obligations have been fulfilled and all deliverables have been approved by MnDOT, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 1071.
- 2.2. MnGeo will perform the tasks and provide deliverables described in Exhibit A.

**3. Consideration and Payment**

- 3.1. MnGeo will be paid as follows: Unit Rate Basis according to the costs contained in Exhibit B.
- 3.2. MnDOT will pay 80% of the project costs (up to \$39,939.33). ADMIN will pay 20% of the project costs (up to \$9,984.83). The total obligation for all compensation and reimbursements to MnGeo under this contract will not exceed **\$49,924.16**.

**4. Conditions of Payment**

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnGeo will follow Minnesota Information Technology's Services' (MNIT) practice of submitting monthly charges via MNIT computing services bill.
- 4.3. MnGeo will invoice MnDOT and ADMIN directly. Invoices will detail the total cost of the project, and also identify the MnDOT and ADMIN amount due.
- 4.4. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:  
Name/Title: Nicole Peszynski/Contract Administrator



Address: Consultant Services, Mail Stop 680  
395 John Ireland Boulevard  
Saint Paul, Minnesota 55155  
E-Mail: nicole.peszynski@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Jacob Foss/State Program Admin. Coordinator  
Address: OES Cultural Resources Unit, Mail Stop 620  
395 John Ireland Boulevard  
Saint Paul, Minnesota 55155  
Telephone: 651-366-3616  
E-Mail: [Jacob.foss@state.mn.us](mailto:Jacob.foss@state.mn.us)

5.3. Admin's Authorized Representative will be:

Name/Title: Amanda Gronhovd  
Address: Minnesota Department of Administration – Office of the State Archaeologist  
328 West Kellogg Boulevard  
Saint Paul, Minnesota 55102  
Telephone: 651-201-2263  
E-Mail: Amanda.gronhovd@state.mn.us

5.4. MnGeo's Authorized Representative will be:

Name/Title: Alison Slaats/Chief Geospatial Info Officer  
Address: Minnesota GeoSpatial Information Office (MnIT)  
658 Cedar Street, Room 300  
Saint Paul, Minnesota 55155  
Telephone: 651-201-3194  
E-Mail: alison.slaats@state.mn.us

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;

- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota’s Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

## 10. Contractor Payment Form Requirement

10.1. If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the “Contractor Payment Form”, and submit it to MnDOT’s Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT’s OCR and one to MnDOT’s Project Manager, no later than 10 days after receiving a payment from MnDOT.

## 11. Telecommunications Certification

11.1. By signing this contract, the MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the MnGeo does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The MnGeo will include this certification as a flow down clause in any contract related to this contract.

## 12. Title VI/Non-discrimination Assurances.

12.1. The MnGeo agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The MnGeo will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the MnGeo’s compliance with this provision. The MnGeo must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making the MnGeo’s staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MnGeo**

DocuSigned by:

*Tracy Gerasch*

Signed: \_\_\_\_\_  
58BF08075AF6441...

Title: \_\_\_\_\_  
Procurement Director

Date: \_\_\_\_\_  
6/28/2022

**MnDOT CONTRACT MANAGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE OF THE STATE ARCHAEOLOGIST**

Signed: \_\_\_\_\_  
*Amelia Dink*

Title: \_\_\_\_\_  
State Archaeologist

Date: \_\_\_\_\_  
7/6/2022

**Exhibit A: Specifications, Duties, and Scope of Work****Objective**

The Office of the State Archaeologist (OSA) is the steward of the existing OSA Portal application. The OSA Portal is a digital platform for submitting, editing, viewing, and managing archaeological site records. These records are also an integral part of the Statewide Historic Inventory where the State Historic Preservation Office (SHPO) has federal responsibilities to maintain and provide access along with historical and architectural records. The primary customers for this application are OSA and SHPO staff; other state and federal agency staff; professional archaeologists; tribal staff; and local government staff. The OSA Portal was launched in 2017 and is now in need of substantial updating. In Fiscal Year 2024 and Fiscal Year 2025 the OSA and MnDOT (i.e. the Clients) will contract with MnIT to rewrite this application. This rewrite will update the application's underlying technology, streamline workflows and functions, and add new functionality that fits the users' current workflow.

The purpose of this project is to lay the groundwork for the planned rewrite by engaging MnIT business analysis, technical, and project management resources to gather requirements; provide a scope, budget, and schedule; and forecast future hosting, maintenance, and upgrading costs for the new version of the application. MnIT personnel will work closely with OSA staff, MnDOT staff, SHPO staff, and OSA Portal users to understand the business needs that will be met by the rewritten application.

**Expectations and Parameters**

The Total Obligation of the contract will not be exceeded without prior notification and written approval in the form of amendment(s) signed by all parties.

- A. In some instances, it may be necessary for staff from MnDOT and MnGeo to revise the list of deliverables, staff, and timelines as work proceeds.
- B. Staff rates are based upon the current Cost Recovery Schedule. All rates are subject to annual and/or periodic rate adjustments as jointly approved by the State Chief Information Office and the Commissioner of Minnesota Management and Budget as part of the rate change process.
- C. Unless otherwise stated, budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables.
- D. Hours may be shifted between tasks as necessary after discussion with MnDOT's primary contact. MnGeo staff assigned to complete a task will reflect the complexity of the task and availability of appropriate staff.
- E. Timeline – Products and services will be provided throughout the duration of the agreement.

**MnGeo Deliverables, Duties, and Responsibilities:**

1. Task 1: Discovery and Requirements Gathering  
(This task will involve a MnGeo Business Analyst performing discovery and requirements gathering. This will include technical experts from MnGeo, and MnDOT's Subject Matter Experts (SMEs) and stakeholders)
  - a. MnGeo will hold meetings with the client's stakeholders to understand needs and requirements
  - b. MnGeo will provide business and requirements analysis
  - c. MnGeo will provide In/out of scope tasks and task breakdown
  - d. MnGeo will provide estimated level of effort including costs and timeframe
  - e. MnGeo will review documents and verify that they meet requirements
  - f. Deliverables:
    - i. Document detailing OSA Portal Rewrite scope, budget, and schedule
    - ii. Document illustrating requirements and technical solutions

**Exhibit A: Specifications, Duties, and Scope of Work**

- iii. Document forecasting hosting, maintenance, and upgrading costs through Fiscal Year 2030
2. Task 2: Project Administration and Project Management
  - a. MnGeo will provide project management services including status reports, meetings with clients, detailed requirements gathering, tasks and deliverables definitions and creation, and project communication
  - b. MnGeo will schedule monthly meetings to review progress and discuss issues that have arisen
  - c. MnGeo will provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving

**MnDOT/OSA Deliverables, Duties, and Responsibilities:**

Under the terms of this agreement, Client's will:

1. Meet as needed with MnGeo staff to review the project progress, and other related topics as requested by Client's staff.
2. Provide MnGeo with timely review and comments on materials created.
3. Acting through each Client's primary contact, as defined in Project Charter for this contract, provide MnGeo with timely notification of any problems related to materials created.
4. Coordinate communications between MnGeo and interested parties within Client staff, including project management, requirements gathering, change management, and scheduling.

**THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK**

## Exhibit B: Budget Details

<u>Direct Labor Costs</u> Task	GIS - Basic (Product Code: 8PSMG1)	GIS - Intermediate (Product Code: 8PSMG2)	GIS - Advanced (Product Code: 8PSMG3)	Total
Task 1: Discovery and Requirements Gathering	94	148	200	442
Task 2: Project Administration and Project Management	0	0	97	97
<b>Total Hours</b>	94	148	297	539
<b>Hourly Rate</b>	\$ 69.56	\$ 89.58	\$ 101.44	
<b>Total Direct Labor Costs:</b>	\$ 6,538.64	\$ 13,257.84	\$ 30,127.68	\$ 49,924.16
<b>TOTAL CONTRACT AMOUNT</b>				\$ 49,924.16

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**Exhibit C: Contractor Payment Form**

<b>State Project Number:</b>	<b>Payment Reporting Period:</b>	<b>to</b>	<b>Prime Contractor:</b>
<b>Invoice Number:</b>	<b>Date Paid by State:</b>		<b>Subcontractor:</b>

**Submittal Instructions:** Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at [Joyce.Brown-Griffin@state.mn.us](mailto:Joyce.Brown-Griffin@state.mn.us)); State's Project Manager, Consultant Services (at [ptinbox@state.mn.us](mailto:ptinbox@state.mn.us)) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)		(F) DBE? (indicate)	(G) Description of Work	(H) Subcontract Amount
1.			1.	1.
2.			2.	2.
3.			3.	3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.			1.	1.
2.			2.	2.
3.			3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:		Phone Number:	Fax Number:

(This form may be submitted in an alternate format)



**Contractor Payment Form Instructions:**

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

*If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073*

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *March 25, 2022* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$145.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Deb Allen and Ashley Ziegler or her/his successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is Kristen Batson or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**6 Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

**7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered  
as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: **Nicole Peszynski**  
Date: **2022.07.08**  
**08:09:38 -05'00'**

P.O./SWIFT #: 3000652764/215354

**3. DEPARTMENT OF TRANSPORTATION**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: **Consultant Services Director**

Date: **07/08/2022**

**2. MINNESOTA MANAGEMENT AND BUDGET**

Signed: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. MNDOT CONTRACT MANAGEMENT**

**BY/DATE:**

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**Project Identification:** Small Business Resource Center

This contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration ("Admin").

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023, or the date that all obligations have been fulfilled and all deliverables have been approved by MnDOT, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 6221.
- 2.2. See Exhibit A for the complete scope of work and deliverables.

**3. Consideration and Payment**

- 3.1. Admin will be paid on a Unit Rate basis, according to the breakdown of costs listed in Exhibit B.
- 3.2. Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by the state's Authorized Representative prior to incurring costs.
- 3.3. Admin must submit invoices electronically for payment, using the format set forth in Exhibit C.
- 3.4. The total obligation of MnDOT for all compensation and reimbursements to Admin under this contract will not exceed \$42,017.36.

**4. Conditions of Payment**

- 4.1. All services provided by Admin under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving Admin invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify Admin within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay Admin within 30 days of receipt of such invoice.
- 4.3. Admin must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:
  - Name/Title: Dennis Wong
  - Address: Minnesota Department of Transportation  
395 John Ireland Blvd., MS 680  
Saint Paul, MN 55155
  - Telephone: 651-366-4604

E-Mail: Dennis.Wong@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Tracey Jackson  
Address: Minnesota Department of Transportation  
395 John Ireland Blvd., MS 170  
Saint Paul, MN 55155  
Telephone: 612-391-0255  
E-Mail: Tracey.Jackson@state.mn.us

5.3. Admin's Authorized Representative will be:

Name/Title: Christina Nebel-Dickerson  
Address: Minnesota Department of Administration  
50 Sherburne Avenue, Suite 309  
Saint Paul, MN 55155  
Telephone: 651-201-2629  
E-Mail: Christina.Nebel-Dickerson@state.mn.us

**6. Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

- 9.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, Admin must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Admin will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

- 9.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, Admin agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Std State Accessibility tcm38-61585.pdf](https://mn.gov/mnit/assets/Std%20State%20Accessibility%20tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Admin's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;



- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Admin will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**10. Title VI/Non-discrimination Assurances.**

- 10.1. Admin agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Admin will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of Admin's compliance with this provision. Admin must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Admin's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**DEPARTMENT OF ADMINISTRATION**

Signed: ARobertL Davis

Title: Commissioner

Date: 08.03.2022

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:



### **Project Overview**

The MnDOT Office of Civil Rights (OCR) is committed to ensuring equal opportunity for all businesses and personnel on State projects. OCR has developed a comprehensive Business Development Program (BDP) that is administered annually. The BDP is designed to create a framework that provides training and technical assistance, along with access to business and financial resources that assists Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGB) and Veteran-owned small businesses to compete more effectively on State contracts.

### **Background**

In accordance with 49 Code of Federal Regulations 26, Appendix C to Part 26, the purpose of this program element is to further the development of DBEs and other small businesses, including but not limited to expansion into non-traditional areas of work and/or bid competitively in the marketplace outside the DBE program via training and technical assistance.

### **Project Goal**

The goal of this project is to provide services to small businesses in the areas of outreach, contracting opportunities, training and technical assistance to certified and non-certified small businesses interested in highway heavy construction contracting and Professional Technical (PT) consulting opportunities on MnDOT projects. This agreement will provide the following:

1. Admin will provide business support/education and technical assistance for certified small businesses to assist them in their pursuit of MnDOT contracts. See Scope of Work section for a list of services to be provided.
2. Admin will provide business resources such as referrals to other services that work with highway heavy construction contractors.
3. Admin will offer outreach to non-certified small businesses about the transportation DBE Program.
4. Admin will assist non-certified small businesses with the Minnesota Unified Certification Program (MnUCP) DBE application/certification process.
5. Admin will provide quarterly updates and monthly invoices.

### **Definitions:**

*Certified small businesses:* Any businesses certified under the DBE, TGB, and Veteran-owned small business program.

*Non-certified small businesses:* Any minority and or women-owned small business as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 13 CFR part 121.

### **Scope of Work and Deliverables**

Minnesota Department of Administration Procurement Technical Assistance Center (PTAC) will complete the following tasks:

#### **Task 1. PTAC will provide business support/education and technical assistance for certified small businesses to assist them in their pursuit of MnDOT contracts statewide.**

- 1.1 PTAC will provide workshops for new businesses – i.e. starting a business, DBE, TGB and Vet certification process, how to find opportunities with MnDOT, how to successfully obtain a contract with MnDOT, invite speakers to share business experiences.
- 1.2 PTAC will provide workshops for certified and non-certified small businesses – topics may include but not limited to the following:
  - 1.2.1 Motivational speakers addressing business fatigue and other issues encountered by business owner;
  - 1.2.2 American Association of State Highway and Transportation Officials (AASHTOWare) Project Civil Rights and Labor (CRL) assistance;
  - 1.2.3 Procurement and contracting opportunities with MnDOT;
  - 1.2.4 How to get a contract with MnDOT;

**Exhibit A: Specifications, Duties, and Scope of Work**

- 1.2.5 Credit/credit repairs; and
- 1.2.6 Assist with a business plan, business portfolio and capability statement
- 1.2.7 Responding to RFPs for Professional Technical Services
- 1.3 PTAC's workshop will consist of classroom-style, applied/hands-on format (when able), and virtual/online formats. The course delivery methods and materials need to be designed to meet the needs of differing learning styles of participants and cultural backgrounds.
- 1.4 PTAC will evaluate the effectiveness of workshops and instructors by having participants complete evaluation forms for each workshop/event.
- 1.5 PTAC will utilize multiple marketing tools to market workshops/events to small businesses.
- 1.6 PTAC will provide one-on-one technical assistance or make appropriate referrals to MnDOT OCR one-on-one technical assistance program.
  - 1.6.1 PTAC will provide subject matter experts for small businesses to consult with. Consultation can be done in-person or virtual.

**Deliverables:**

- 1. PTAC will provide a total of up to thirteen (13) workshops by June 15, 2023.
- 2. PTAC will document one-on-one technical assistance and workshop attendance and submit it to MnDOT PM quarterly.
- 3. PTAC will document program attendees' satisfaction and provide a summary to MnDOT PM quarterly.

**Task 2. PTAC will provide business resources such as referrals to other services that work with highway heavy contractors and Professional Technical consultants.**

- 2.1 PTAC will maintain a variety of business resources for referral purposes including the following resources:
  - 2.1.1 Small business loan programs.
  - 2.1.2 Bonding and insurance programs.
  - 2.1.3 MnDOT Office of Civil Rights Small Business Supportive Service Programs
  - 2.1.4 Other free or low cost services. This is not an all-inclusive list; grantee is encouraged to add other pertinent resources.

**Deliverables:**

- 1. PTAC will document the number of referrals, company names and contact information, and the services referrals were made to.

**Task 3. PTAC will offer outreach to non-certified small businesses about the DBE Program.**

- 3.1 PTAC will utilize multiple social media platforms for outreach to non-certified small businesses including TGB, VET, CERT, WBE firms that have not been certified in the DBE Program. Social media and all marketing will be created by Dept of Admin Communication team, review and approve by MnDOT PM and Communication team. MnDOT will assist with program marketing.

**Deliverables:**

- 1. PTAC will provide outreach and marketing materials to MnDOT for use and distribution.
- 2. PTAC will document marketing and outreach efforts.

**Task 4. PTAC will assist non-certified small businesses with the Minnesota United Certification Program (MnUCP) application/certification process.**

- 4.1 PTAC will assist up to 14 non-certified small businesses with MnUCP application/certification.
- 4.2 PTAC will refer interested businesses to the MnDOT Office of Civil Rights for certification assistance as needed.

**Deliverables:**

- 1. PTAC will document company names and contact information of firms assisted and provide information to

MnDOT.

**Task 5. PTAC will provide timely program updates and invoices.**

**Deliverables:**

1. PTAC will provide quarterly program updates (schedule below). MnDOT will provide the quarterly program template.
  - a. July 1, 2022 – September 30, 2022 is due October 15, 2022
  - b. October 1, 2022 – December 31, 2022 is due January 15, 2023
  - c. January 1, 2023 – March 31, 2023 is due April 15, 2023
  - d. April 1, 2023 – June 30, 2023 is due July 15, 2023.
2. Quarterly invoices are due:
  - a. July 1, 2022 – September 30, 2022 is due October 15, 2022
  - b. October 1, 2022 – December 31, 2022 is due January 15, 2023
  - c. January 1, 2023 – March 31, 2023 is due April 15, 2023
  - d. April 1, 2023 – June 15, 2023 is due June 26, 2023.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**



Direct Labor			
Task	Director	Procurement Specialist	Total
Task 1:			
Workshops and Counseling	52	516	568
Task 2:			
Referrals	0	40	40
Task 3:			
Outreach	0	100	100
Task 4:			
Oversight and Administration	160	0	160
Total Hours	212	656	868
Hourly Rate	\$ 66.50	\$ 42.56	
Total Direct Labor Costs:	\$ 14,098.00	\$ 27,919.36	\$ 42,017.36
TOTAL CONTRACT AMOUNT		\$	\$ 42,017.36

Note: Additional classifications/rates may be billed as necessary. The hours may fluctuate between the tasks and classifications. If it appears the total contract amount will be exceeded an amendment will be necessary.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, in the following order:
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1051317

Contract Expiration Date: June 30, 2023

SP Number: N/A

TH Number: N/A

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$42,017.36			
<b>Net Earning Totals:</b>	<b>\$42,017.36</b>			
<b>Total Amount due this invoice:</b>				\$

**Contractor: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6221			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Administration

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**Project Identification:** Minnesota Speeding Behavior Research Study

This contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS") acting through its Office of Traffic Safety (OTS).

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on **June 30, 2024**, or the date that all obligations have been fulfilled and all deliverables have been approved by MnDOT, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. **Source Type:** This entire scope of work falls under Source Type 6265.
- 2.2. **Scope of Work:** DPS will procure a consultant to lead a study as detailed in Exhibit A.
- 2.3. **Deliverables:** DPS will provide all draft and final reports to MnDOT.

**3. Consideration and Payment**

- 3.1. DPS will be paid as follows: MnDOT will pay for DPS' actual costs in conducting the study, as detailed in Exhibit A.
- 3.2. DPS must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this contract will not exceed \$150,000.00.

**4. Conditions of Payment**

- 4.1. All services provided by the Study Contractor corresponding to this contract must be performed satisfactorily, as determined at the discretion of the Minnesota Speeding Behavior Research Study's DPS Project Administrator.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS' invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3. DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**5. Authorized Representatives**

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: Ashley Duran, Contract Administrator  
Address: Minnesota Department of Transportation  
Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
Telephone: 651-366-4627

E-Mail: [ashley.duran@state.mn.us](mailto:ashley.duran@state.mn.us)

5.2. MnDOT's Project Manager will be:

Name/Title: Brian Sorenson, State Traffic Engineer  
Address: Minnesota Department of Transportation  
Office of Traffic Engineering, Mail Stop 725  
1500 West Country Road B2, Roseville, Minnesota 55113  
Telephone: 651-234-7004  
E-Mail: [brian.sorenson@state.mn.us](mailto:brian.sorenson@state.mn.us)

5.3. DPS' Authorized Representative will be:

Name/Title: Craig Flynn, OTS Deputy Director  
Address: Minnesota Department of Public Safety  
Office of Traffic Safety, Suite 1620  
445 Minnesota Street, St. Paul, Minnesota 55101  
Telephone: 651-308-5288  
E-Mail: [craig.flynn@state.mn.us](mailto:craig.flynn@state.mn.us)

6. **Amendments**

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. **Liability**

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. **Termination**

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. **Plain Language; Accessibility Standards**

- 9.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, DPS must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DPS will take the following steps in the deliverables:
- Use language commonly understood by the public;
  - Write in short and complete sentences;
  - Present information in a format that is easy-to-find and easy-to-understand; and
  - Clearly state directions and deadlines to the audience.
- 9.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, DPS agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DPS' compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;



- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DPS will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**10. Title VI/Non-discrimination Assurances.**

- 10.1. DPS agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). DPS will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of DPS' compliance with this provision. DPS must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making DPS' staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DPS**

Signed: Ray W. Fleg

Title: Deputy Director-OTS

Date: 8/8/2022

**MnDOT CONTRACT MANAGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## **PROCUREMENT OVERVIEW AND GOALS**

Since the beginning of the Covid-19 pandemic, Minnesota has been experiencing a substantive rise in traffic fatalities, counter to initial expectations of a reduction in fatalities and injuries in conjunction with the drop in vehicle miles traveled due to pandemic-related changes in commuting patterns. In 2019, there were 364 total traffic fatalities on Minnesota roadways. In 2021, the State reached 488 fatalities (preliminary). Analysis of this dramatic rise has pointed to a troublesome increase in risky driving behavior, in particular, speeding. In 2019, 20% of traffic fatalities were related to speeding. Preliminary 2021 results show that this percentage has increased to approximately 33%. MnDOT and DPS' Office of Traffic Safety and its partners are seeking to increase their understanding of this emerging and concerning issue in order to devise and implement countermeasures to reverse this trend.

DPS will procure a Contractor to design and implement a statewide speed/high risk driver survey with the goal of learning more about the motivations and circumstances that contribute to risky driving behavior (with a focus on speeding, but also including distracted driving, failure to use a seatbelt, and impaired driving) and the demographics of the perpetrators. Another dimension to the survey will be to identify the motivations and circumstances that contribute to safe driving behavior. This survey must attempt to identify the relationship between the use of automated driving assist features and actual or perceived safety risk. In addition, the survey will seek to identify potential communications channels (traditional, online or other medium) through which to best reach these risky drivers with traffic safety messaging, and determine what types of messages are most likely to effectively influence the behavior of the risky driving target demographic.

Upon successful implementation of the survey, the Contractor will compile and analyze results, and prepare a report to be delivered to DPS (who will deliver it to MnDOT). The report should contain the survey results and analyses, and recommendations for effective traffic safety messaging.

## **SAMPLE TASKS AND DELIVERABLES.**

1. Design survey, in coordination with DPS and other stakeholders, that answers the following questions:
  - a. Who is participating in risky driving behavior and why?
  - b. Who is not participating in risky driving behavior and why not?
  - c. What motivates people who speed regularly, to slow down when they choose to not speed?
  - d. Conversely, what motivates people who do speed regularly, to speed?
  - e. Do drivers (risky and non-risky) utilize automated driving assist features?
  - f. Do drivers believe their driving behavior and/or driving outcomes would change (positive or negative) if using (more) automated features?
  - g. What types of media does each group interact with the most?
  - h. What types of messages are most likely to resonate with this demographic and influence behavior?
2. Identify sample of Minnesota's population to be surveyed that will most accurately represent the demographics of the state.
3. Determine most effective and efficient delivery method for survey.
4. Develop focus groups, informed by crash data, based on level of risk (risky drivers vs less risky drivers) for further analysis of behaviors, motivations, and potential countermeasures to help inform survey development.
5. Identify the most prevalent media habits of those most likely to speed, and provide communication channel recommendations for changing speeding behavior (potentially making use of other data sources to help inform communication recommendations), and additional countermeasure recommendations based on survey results.
6. Compile a report detailing survey methodology, results and analyses, and recommendations for effective traffic safety messaging and any additional countermeasures identified. Report may also include comparisons between survey results and crash and/or citation data.
  - a. Provide DPS the data files containing the raw and weighted data, including documentation of the analysis.

7. Compile a report detailing focus group results and analyses.
  - a. Provide itemized invoices detailing charges. Contract must be fully executed and work authorized to begin before any billable work may begin.
  - b. Provide progress reports detailing time spent and tasks accomplished during the specified period.
  - c. Propose other research methods that have a high probability of providing insight into motivations of risky driving behavior, the demographics of those who habitually engage in risky driving behavior particularly speeding, the characteristics and motivations of habitually safe drivers, *and/or* identify potential communications channels (traditional, online or other medium) through which to best reach these risky drivers with traffic safety messaging, and what types of messages are most likely to effectively influence the behavior of the risky driving target demographic.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**



INVOICE NO. \_\_\_\_\_

Estimated Completion: \_\_% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

DPS must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1051388  
 Contract Expiration Date: June 30, 2024

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Study Contractor's Costs: (actual costs incurred)	\$150,000.00			
<b>Net Earning Totals:</b>	<b>\$150,000.00</b>			
<b>Total Amount due this invoice:</b>				\$

**DPS: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
INTERAGENCY CONTRACT  
FOR PROFESSIONAL AND TECHNICAL SERVICES**

**State Project Number (SP):** 1311-06

**Trunk Highway Number (TH):** 243

**Project Identification:** Osceola Bridge Borings Mussel Survey

This contract is between the Minnesota Department of Transportation ("MnDOT") and **the Minnesota Department of Natural Resources ("DNR")**.

**Contract**

---

**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on **January 31, 2024**, or the date that all obligations have been fulfilled and all deliverables have been approved by MnDOT, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

**2. Scope of Work**

- 2.1. This entire scope of work falls under Source Type 1150.
- 2.2. The DNR will perform the duties and provide the deliverables described in Exhibit A.

**3. Consideration and Payment**

- 3.1. The DNR will be paid as follows:
  - 3.1.1. A Unit Rate of \$4,800.00 per field day, not to exceed 3 field days.
  - 3.1.2. A Lump Sum of \$1,300.00 for administrative tasks, overhead, report preparation, and other non-field work tasks.
- 3.2. The DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to the DNR under this contract will not exceed \$15,700.00.

**4. Conditions of Payment**

- 4.1. All services provided by the DNR under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving the DNR's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify the DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay the DNR within 30 days of receipt of such invoice.
- 4.3. The DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

**5. Authorized Representatives**

5.1. MnDOT's Authorized Representative will be:

Name/Title: Ashley Duran, Contract Administrator  
Address: Minnesota Department of Transportation  
Consultant Services Section, Mail Stop 0680  
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
Telephone: 651-366-4627  
E-Mail: [ashley.duran@state.mn.us](mailto:ashley.duran@state.mn.us)

5.2. MnDOT's Project Manager will be:

Name/Title: Ryan Foley, Fish and Wildlife Specialist  
Address: Minnesota Department of Transportation  
Office of Environmental Stewardship, Mail Stop 620  
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
Telephone: 651-366-3597  
E-Mail: [ryan.foley@state.mn.us](mailto:ryan.foley@state.mn.us)

5.3. The DNR's Authorized Representative will be:

Name/Title: Kathryn Holcomb, Mussel Program Supervisor  
Address: Minnesota Department of Natural Resources  
Lake City Office  
2109 Lakeshore Drive South, Lake City, Minnesota 55041  
Telephone: 651-314-6307  
E-Mail: [kathryn.holcomb@state.mn.us](mailto:kathryn.holcomb@state.mn.us)

**6. Amendments**

6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

**7. Liability**

7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8. Termination**

8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

**9. Plain Language; Accessibility Standards**

9.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, the DNR must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the DNR will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, the DNR agrees to comply with the State of Minnesota's Accessibility Standard



([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The DNR's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, the DNR will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

**10. Title VI/Non-discrimination Assurances.**

- 10.1. The DNR agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). The DNR will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the DNR's compliance with this provision. The DNR must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making the DNR's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

**DEPARTMENT OF TRANSPORTATION** (with delegated authority)

Signed:

Title:

Date:

**DNR**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

**Mussel Survey Scope of Work**  
**Trunk Highway (TH) 243 Osceola Bridge Project (State Project [SP] 1311-06)**

TH 243, Bridge No. 6347 over the St. Croix River  
Chisago County, Minnesota and Polk County, Wisconsin

**Project Overview**

During the project development process for MnDOT SP 1311-06, the DNR and the United States Fish and Wildlife Service indicated that there is potential for the project to impact rare mussel resources in the vicinity of Bridge No. 6347 spanning the St. Croix River and, as a result, required that a mussel survey be completed to accurately assess the project's potential impacts. While construction is not anticipated to start until 2025, MnDOT contracted with DNR to conduct a preliminary survey July 13-14, 2020.

The preliminary survey yielded 385 mussels of 19 species, including 47 individuals of both federal and state (Minnesota and Wisconsin) threatened or endangered (T&E) species, with abundance (CPUE) greatest near the banks. Since the 2020 survey, additional in-water work (e.g., 4 or 6-inch geotechnical borings) to facilitate bridge design and pier placement was identified.

As both federal and state T&E species are known to occur within the project area, and since pre-project geotechnical borings are needed, the purpose of this survey is to identify boring locations where impacts to protected mussel species (e.g., crushing) can be avoided. The boring locations are yet to be determined (anticipated to be provided July or August 2022), but locations are anticipated to be along one alignment within 100 feet upstream and 100 feet downstream of the existing bridge, and up to 10 potential boring locations are anticipated to be investigated. As borings are anticipated to be conducted via barge, barge spudding locations (4 per boring location) will also need to be investigated for up to 40 total locations. Survey locations will be provided by the MnDOT Project Manager prior to initiation of field work.

**Project Tasks**

**Task 1.0: Geotechnical Boring Location Surveys**

The purpose of this survey is to characterize species composition within each potential geotechnical boring location, specifically to identify any protected species present. The protocol to be followed is provided below.

**Project Schedule**

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions. The survey is anticipated to be conducted Fall of 2022, but the geotechnical schedule may push the survey to Spring 2023.

**Reporting**

MnDOT will require a written survey findings report to be submitted following survey completion. Report components are listed in the Methods/Tasks Section below. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

**MUSSEL SURVEY PROTOCOL TO CHARACTERIZE SPECIES COMPOSITION**

**Methods/Tasks**

1. The DNR is responsible for the acquisition of the appropriate state/federal permits.
2. The DNR is responsible for the acquisition of all necessary equipment.

**Survey Area:**

1. The TH 243 Bridge spanning the St. Croix River near Osceola, Wisconsin.

**Exhibit A: Specifications, Duties, and Scope of Work**

2. Survey extent is anticipated to be within 100 feet upstream and downstream of the existing bridge and bank to bank.
3. Up to 10 boring locations are anticipated to need to be investigated (Figure 1).
  - a. Each boring location will have 5 survey locations (boring location + 4 spudding locations)

**Survey Methods:**

1. Conduct qualitative surveys at each potential boring and spudding location and associated 5-meter diameter buffer. On-site conditions (e.g., wind, current, etc.) may influence methods of surveying boring locations and exact methods will be delegated to on-site DNR biologists based on best professional judgment. Methods that may be employed include:
  - a. Dropping an anchor or other marker at a boring and spudding location (provided via GPS), with a 2.5-meter rope/line attached to the anchor.
  - b. Using transect lines marked at intervals such that a marker on the transect line corresponds to a boring location.
  - c. Other methods, as determined by DNR biologists.
3. Each boring location will be qualitatively searched for at least 5 minutes but may exceed 5 minutes in areas of complex substrate or high mussel abundance. All mussels will be identified to species on the river bottom and the number of each T&E species present will be recorded.
4. The survey results at each boring location will guide next steps:
  - a. If no mussels are present, or if only non-listed mussel species are observed within a boring location, geotechnical borings will be permitted within that location.
  - b. If state T&E mussel species are observed within a boring location, but no federal T&E species are observed, state T&E mussels species will be moved outside of the boring location to an area of similar habitat adjacent to the boring footprint.
  - c. If federal T&E species are observed within a boring location, no geotechnical borings will be permitted within that location, and no mussels will be moved.
5. Level One Survey report must include, at a minimum:
  - a. Detailed description of methods used
  - b. Map or aerial photo clearly identifying the location of each survey area (boring location)
  - c. Table of live mussel species and estimated number found within each survey area (boring location)
  - d. One photograph of an example of each species found during the survey

**Deliverables**

The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**INVOICE NO.** \_\_\_\_\_  
Estimated Completion: \_\_%  
Final Invoice? ☐ Yes ☐ No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract Number: 1051465  
Contract Expiration Date: January 31, 2024  
SP Number: 1311-06 TH Number: 243

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Unit Rate: Field Days, \$4,800/day	\$14,400.00			
2. Lump Sum: Non-Field Work Tasks	\$1,300.00			
<b>Net Earning Totals:</b>	\$15,700.00			
<b>Total Amount due this invoice:</b>				\$

**Contractor: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1150			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

## **MAD Project Number: 2023-044**

### **INTERAGENCY AGREEMENT**

### **for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: **Department of Transportation – Office of Advancing Equity and Office of Civil Rights**

---

**1. Services to be Performed:**

Management Analysis and Development (MAD) agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: **Abra Pollock**

Requesting Agency: **Renee Raduenz and Sean Skibbie**

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay MAD as follows:

Up to **490** hours at a rate of \$140.00 per hour as documented by invoice prepared by MAD. If the rate increases during the time-period of this agreement, MAD will work with the client if needed to rescope the activities or amend the agreement to increase the encumbrance consistent with the new rate. The total amount MAD will invoice under this agreement shall not exceed **\$68,600.00**.

The Requesting Agency will pay MAD for services performed within 30 days of receipt of invoices submitted by MAD. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on services performed by MAD in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by MAD under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

**5. Effective Dates:**

**Upon Execution**, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **March 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or MAD at any time with thirty (30) days written notice to the other party. In this event, MAD shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is **Melissa Brand**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, MAD is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.



**10. State Audit:**

The books, records, documents, and accounting practices and procedures of MAD relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. State Encumbrance Verification

(Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05)

Signed \_\_\_\_\_

Date \_\_\_\_\_

SWIFT Contract: 218321

SWIFT PO: 3000661658

2. Requesting Agency

Signed \_\_\_\_\_

Date \_\_\_\_\_

3. Management Analysis and Development

Signed Marian Potter Digitally signed by Marian Potter  
Date: 2022.08.24 14:53:07 -05'00'

---

# Proposal

Minnesota Department of Transportation (MnDOT)—Pipeline  
Planning for Small Business Contracting  
August 22, 2022

---

**Proposal prepared by:**

Abra Pollock  
(651) 259-3814  
[Abra.Pollock@state.mn.us](mailto:Abra.Pollock@state.mn.us)

Matt Kane  
(651) 259-3809  
[Matt.Kane@state.mn.us](mailto:Matt.Kane@state.mn.us)

## **Enterprise Director**

Beth Bibus

## **Assistant Directors**

Lisa Anderson

Kris Van Amber

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

To request a reasonable accommodation and/or alternative format of this document contact us at 651-259-3800, [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us), or [accessibility.mmb@state.mn.us](mailto:accessibility.mmb@state.mn.us).

# Background

The Minnesota Department of Transportation (MnDOT)'s Office of Advancing Equity (OAE) works to make the agency's procurement and contracting processes more inclusive—especially for businesses owned by women, persons of color, veterans, Native Americans, tribal governments, persons with a disability and other small businesses throughout Minnesota that are unlikely or unable to compete for large MnDOT projects.<sup>1</sup> At present, the office primarily equips small businesses to contract with MnDOT on Negotiated Maintenance and Construction (NMC) contracts or construction projects under \$250,000. As the office considers its strategic directions for the future, OAE leadership would like to create a plan for diverse small businesses to progress from working on NMCs to performing as prime or sub-contractor on advertised low-bid construction contracts, especially projects with disadvantaged business enterprises (DBEs), Targeted Group Businesses (TGBs), and Veteran goals set by the Office of Civil Rights (OCR).

OAE has asked Management Analysis and Development (MAD) to propose consulting services to answer the following questions:

- How do small businesses that successfully secure contracts through the OAE pilot program move to the next level?
- What steps or stages are involved (such as small business training, certification, or setting criteria for “graduation”)?

Other questions that this project will explore may include: What specific criteria should small businesses meet before moving to the next level? What other program guidelines might OAE put into place, such as in terms of limiting the overall number of small businesses that are awarded contracts, or the number of contracts each small business is awarded?

To answer these questions, OAE would like MAD to conduct comparison research on successful practices in contracting with diverse vendors. Further, OAE would like MAD to facilitate a stakeholder process to analyze the research results and plan for next steps.

Ultimately, OAE would like MAD consultants to incorporate findings from the comparison research and stakeholder input into an implementation plan with a program model that provides structure, details, and criteria for how diverse small businesses would advance in contracting for MnDOT—from initially working with OAE within the NMC framework, to bidding as prime or sub-contractors on larger and more competitive projects throughout the agency.

## Products

MAD would provide the following work products, further described in the activities table on the next page:

---

<sup>1</sup> “Equity in procurement and contracting,” Minnesota Department of Transportation, accessed August 1, 2022, <https://www.dot.state.mn.us/procurement-contracting-equity/about.html>.

- Draft and final interview questions;
- A draft and final summary memo of comparison research findings;
- A draft and final PowerPoint (PPT) deck of findings, to present at the stakeholder working sessions;
- Draft and final agendas for the stakeholder working sessions; and
- A draft and final implementation plan, including a program model/guidelines, program goals, collaboration recommendations, and metrics for success.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be September 1, 2022 (or when the interagency agreement is signed) through March 31, 2023. If the interagency agreement is not signed by August 31, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

**Note:** Project activities are assumed to be online (via Teams, phone calls, or other technology).

Activities	Hours
<p><b>1. Project planning and kickoff</b></p> <p>MAD would organize an online project kickoff meeting with the MnDOT client and request any relevant background documents. During the meeting, MAD would lead a discussion to confirm ideas for potential interviewees. Following the kickoff, MAD would prepare a work plan that details proposed project activities, check in meetings, and deadlines. MAD would also invite the client to nominate (or solicit volunteers) to serve on a core design team for the working sessions and metrics, composed of:</p> <ul style="list-style-type: none"> <li>• The OAE director, OCR director, and 1-2 additional stakeholder representatives, such as from MnDOT's offices in Greater Minnesota or from DBEs</li> </ul> <p>Design team members would answer MAD's questions for the working session agendas, share feedback on draft session agendas, and play an active role in designing metrics for the implementation plan (see Activity 5 below).</p>	<p><b>20</b></p>

Activities	Hours
<p><b>2. Knowledge of OAE processes and programs</b></p> <p>The MAD team would review relevant documents and websites, as well as documentation from previous related research studies, such as the 2017 Minnesota Joint Disparity Study. MAD would conduct interviews with internal stakeholders, industry partners, and a limited number of DBEs in order to gain a strong understanding of OAE’s processes and programs and to begin to determine the stages in the contracting pipeline process. MAD would:</p> <ul style="list-style-type: none"> <li>• Review documents and websites</li> <li>• Design interview questions and submit a draft interview protocol to the client for feedback</li> <li>• Conduct up to 10 interviews</li> </ul> <p>MAD will analyze the interview data and incorporate findings into the summary memo as part of Activity 3 below.</p>	<p><b>35</b></p>

Activities	Hours
<p><b>3. Focused research on inclusive contracting and approaches used in states and counties contracting with diverse small businesses</b></p> <p>MAD would conduct research into relevant programs offered in other jurisdictions and interview select state and county transportation departments that have had success in building a pipeline for contracting with diverse small businesses. For the comparison research, MAD consultants would:</p> <ul style="list-style-type: none"> <li>• Conduct focused research into inclusive procurement and contracting criteria, guidelines, and procedures</li> <li>• Conduct focused research into initiatives (in other states and counties) designed to increase the preparedness and willingness of diverse small businesses to compete for large transportation projects</li> <li>• Contact national and regional associations and groups</li> <li>• Design interview questions and submit a draft interview protocol to the client for feedback</li> <li>• Conduct 5-10 interviews</li> <li>• Analyze qualitative data from interviews (from Activities 2 and 3)</li> <li>• Summarize the findings in a draft memo, to circulate to the client for feedback</li> <li>• Revise the memo based on client feedback and use the final version to prepare a PPT presentation on the findings for the working sessions (see Activity 4 below).</li> </ul>	<p><b>125</b></p>
<p><b>4. Facilitate working sessions</b></p> <p>MAD would facilitate up to four, two-hour working sessions with stakeholders to report out on findings and engage participants in designing a program model and guidelines for diverse small businesses to progress in contacting at MnDOT.</p> <p>These working sessions would take place weekly or biweekly with up to 15 stakeholders from MnDOT’s Central Office, Metro District, and Greater Minnesota districts.</p> <p>MAD would design the session agendas and materials (such as handouts and collaborative online workspaces in <a href="#">Padlet</a>). MAD would share draft agendas in advance with the core design team for review. Further, MAD consultants would document each working session in real time and will provide this documentation to the client afterward.</p>	<p><b>70</b></p>



Activities	Hours
<b>5. Implementation plan on diverse small businesses advancing in contracting for MnDOT</b>  In collaboration with MnDOT, MAD would produce an implementation plan (in both draft and final formats) that outlines how diverse small businesses could advance through the pipeline to compete for larger and more substantial contracts for MnDOT. To compile the plan, MAD would: <ul style="list-style-type: none"> <li>• Convert the comparison research findings and work products from facilitated working sessions into a documented pipeline process (flowchart or other step-by-step depiction), as well as program guidelines/criteria and an action/implementation plan</li> <li>• Meet with the core design team to create program goals and metrics</li> <li>• Meet with both the OAE and OCR teams for a series of working sessions to develop recommendations for how OCR and OAE can collaborate, going forward</li> <li>• Draft the plan and submit it to the client for feedback</li> <li>• Revise and finalize the plan based on client feedback</li> </ul> The plan's metrics would track agency success as well as small businesses' progression.	165
Subtotal	415
Project management, including client communication (18%)	75
<b>Total hours</b>	<b>490</b>
<b>Total costs (total hours times \$140)</b>	<b>\$ 68,600</b>

## Clients and Consultants

The primary client contact would be Renee Raduenz, Advancing Equity Office Director. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

## Client Responsibilities

- Provide any relevant background documents
- Nominate (or invite volunteers) to serve as part of the core design team
- Where applicable, introduce MAD to contacts for comparison research interviews
- Review and provide feedback on draft working session agendas as part of the core design team
- Check participants' schedules to propose dates to MAD for working sessions
- Ensure that all participants are available for working sessions, after dates and times have been identified
- Support the project by actively participating and encouraging participation in all project activities

- Review and provide timely feedback on draft deliverables
- Attend project check ins

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours or to extend the end date of the contract.



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR (Office) and DEPARTMENT OF TRANSPORTATION (Agency).

### **Services**

The Office agrees to provide policy advisors, communications specialists, public engagement specialists, constituent services caseworkers, cabinet affairs professionals, legal staff, and other staff to work closely with the Agency head and/or designees to support the work of the Agency and the Office, as well as Federal affairs work to represent the funding and policy interests of the Agency. The Office will provide administrative and personnel oversight, with the Agency having access to the staff as needed to achieve its goals.

### **Term of Agreement**

This agreement is effective July 1, 2022, and it expires on June 30, 2023 or until funds are expended, whichever occurs later.

### **Consideration and Payment**

The Agency will contribute funds to be used for salaries, benefits, and operating expenses.

The total obligation for the Agency is \$297,920.00. Payment should be processed by August 26, 2022.

### **Conditions of Payment**

All services provided by the Office under this agreement must be performed to the satisfaction of the Agency head.

### **Amendments**

Any amendment to this agreement 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 agreement, or their successors in office.

### **Authorized Representative**

The Office's Authorized Representative is Alyssa Haugen, Chief Operating Officer. The Agency's Authorized Representative is the Agency head.

### **Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

**Budget Transfer of Appropriation Coding Information**

Transfer in Agency Name	Governor's Office
BFY 23	
To Appropriation	
Business Unit	MN001
Ledger Group	KK_APPROP
Fund Code	2001
Fin DeptID	G3910000
AppropID	G391300
Amount	\$ 297,920.00

**AUTHORIZED SIGNATURES**

**Agency Signature**

By: \_\_\_\_\_  
Commissioner  
Title: \_\_\_\_\_  
August 22, 2022  
Date: \_\_\_\_\_

**Office of the Governor Signature**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_