

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

**State Project Number (SP):** 0206-91

**Trunk Highway Number (TH):** 47

**Project Identification:** TH 47 St Francis Reconstruct

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”), **City of St. Francis**, acting through its City Council, **Address:** 23340 Cree Street NW, St. Francis, MN 55070 (“Governmental Unit”), and **Anoka County**, Address: 2100 Third Avenue, Anoka, Minnesota 55303, (“County”). State, Governmental Unit, and County may be referred to jointly as “Parties.”

### **Recitals**

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1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. Minnesota Statutes §471.59 authorizes State and Governmental Unit to enter into this contract.
3. State is in need of preliminary engineering for the Trunk Highway (TH) 47 St. Francis Reconstruct project. The Governmental Unit, County and State are entering into this agreement to split the cost at one third cost per party. The Governmental Unit will be leading the project, and the State and County will reimburse accordingly. The preliminary engineering scope includes developing the geometric concept to a staff approved layout and delivering the project’s environmental documentation.
4. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of State.

### **Contract**

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#### **1. Term of Contract; Survival of Terms; Incorporation of Exhibits**

- 1.1. **Effective Date:** This contract will be effective on the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2. The Governmental Unit must not begin work under this contract until this contract has been fully executed and the Governmental Unit has been notified by State’s Authorized Representative to begin work.
- 1.2. **Expiration Date:** This contract will expire on **January 30, 2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 6. Indemnification; 7. State Audits; 8. Government Data Practices; 9. Intellectual Property Rights; and 10. Venue.
- 1.4. **Exhibits:** Exhibits A through E are attached and incorporated into this contract.

#### **2. Scope of Work and Deliverables**

- 2.1. The Governmental Unit will complete the duties and provide the deliverables listed in Exhibit A.

#### **3. Payment**

- 3.1. **Consideration.** State will pay for all services performed by the Governmental Unit under this contract as follows:
  - 3.1.1. **Compensation.** State will pay the Governmental Unit on an actual cost basis, according to the cost shown in Exhibit B, The States portion will not exceed. \$142,413.46, which is one third of the

total cost. The Governmental Unit and the County will each pay one third of the total project costs.

- 3.1.2. **Travel Expenses.** The Governmental Unit 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.” The Governmental Unit 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.
- 3.1.3. **Total Obligation.** The total obligation of State for all compensation and reimbursements to the Governmental Unit will not exceed \$142,413.46.

### 3.2. Terms of Payment

- 3.2.1. **Invoices.** The Governmental Unit must submit invoices electronically for payment, using the format set forth in Exhibit D. The Governmental Unit will submit invoices for payment on a monthly basis to both the State and County for their portions. Invoices will detail the total cost of the project, and also identify the 1/3 State and 1/3 County amount due.
- 3.2.2. **Progress Reports.** The Governmental Unit must submit a monthly progress report, using the format set forth in Exhibit E showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 3.2.3. **State’s Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the Governmental Unit’s invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the Governmental Unit within 10 days of discovering the error. After State receives the corrected invoice, State will pay the Governmental Unit within 30 days of receipt of such invoice. State reserves the right to audit all invoices, at State’s discretion.
- 3.2.4. **Invoice Package Submittal.** The Governmental Unit must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](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, the Governmental Unit invoice number (sequentially numbered), the Governmental Unit billing and remittance address, if different from business address, and the Governmental Unit signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
  - ii. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of the Governmental Unit. Supporting documentation must be provided in a manner that corresponds to each direct cost.
  - iii. Except for Lump Sum contracts, the Governmental Unit must provide, upon request of State’s Authorized Representative, the following supporting documentation:
  - iv. Direct salary costs of employees’ time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
  - v. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the

project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.

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

#### 4. Authorized Representatives

4.1. State's Authorized Representative will be:

Name/Title: Pam O'Brien/Contract Administrator  
Address: Minnesota Department of Transportation  
1500 County Road B2  
Roseville, MN, 55113  
Telephone: 651-234-7683  
E-Mail: [pam.obrien@state.mn.us](mailto:pam.obrien@state.mn.us)

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

4.2. State's Project Manager will be:

Name/Title: Mike Kronzer/Project Manager  
Address: Minnesota Department of Transportation  
1500 County Road B2  
Roseville, MN, 55113  
Telephone: 612-790-2764  
E-Mail: [michael.kronzer@state.mn.us](mailto:michael.kronzer@state.mn.us)

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

4.3. The County's Authorized Representative will be:

Name/Title: Joe MacPherson/Project Manager  
Address: Anoka County  
2100 3rd Ave, Suite 311  
Anoka, MN 55303  
Telephone: 763-324-3199  
E mail: [joe.macpherson@anokacountymn.gov](mailto:joe.macpherson@anokacountymn.gov)

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

Name/Title: Paul Carpenter /Project Manager  
Address: City of St. Francis  
4058 St Francis Blvd NW  
St Francis, MN 55070  
Telephone: 763-235-2304  
E-Mail: [pcarpenter@stfrancismn.gov](mailto:pcarpenter@stfrancismn.gov)

**5. Assignment, Amendments, Waiver, Contract Complete, and Electronic Records and Signatures**

- 5.1. **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 5.2. **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 5.3. **Waiver.** If State fails to enforce any provision of this contract, that failure does not waive the provision or its right to subsequently enforce it
- 5.4. **Contract Complete.** This contract contains all negotiations and contracts between State and the Governmental Unit. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
- 5.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

**6. Indemnification**

- 6.1. In the performance of this contract by the Governmental Unit, or the Governmental Unit's agents or employees, and to the extent permitted by law, the Governmental Unit must indemnify, save, and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by the Governmental Unit'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 the Governmental Unit may have for State's failure to fulfill its obligation pursuant to this contract.

**7. State Audits**

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

**8. Government Data Practices**

- 8.1. The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Governmental Unit under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or State.

**9. Intellectual Property Rights**

- 9.1. **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents and subcontractors, either individually or jointly with others in the performance of this contract. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents or subcontractors, in the performance of this contract. The Documents will be the exclusive property of State and the Governmental Unit upon completion or cancellation of this contract must immediately return all

such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Governmental Unit assigns all right, title and interest it may have in the Works and the Documents to State. The Governmental Unit must, at the request of State, execute all papers and perform all other acts necessary to transfer or record State’s ownership interest in the Works and Documents

## 9.2. **Obligations**

9.2.1. **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this contract, the Governmental Unit will immediately give State’s Authorized Representative written notice thereof, and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

9.2.2. **Representation.** The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State, and that neither the Governmental Unit, nor its employees, agents nor subcontractors retain any interest in and to the Works and Documents. The Governmental Unit represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless State, at the Governmental Units expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit’s or State’s opinion is likely to arise, the Governmental Unit must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## 10. **Venue**

10.1. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 11. **Termination; Suspension**

11.1. **Termination.** State or the Commissioner of Administration may terminate this contract at any time, with or without cause. Upon termination, Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

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

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

- 12.1. For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of State, the Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Governmental Unit and made available to State upon request.

**13. Plain Language; Accessibility Standards**

- 13.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, the Governmental Unit must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, the Governmental Unit will take the following steps in the deliverables:

- 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.

- 13.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, the Governmental Unit agrees to comply with the State of Minnesota's Accessibility Standard ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. The Governmental Unit's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- 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 Governmental Unit 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.

**14. Subcontractor Reporting**

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

**15. Title VI/Non-discrimination Assurances.**

- 15.1. The Governmental Unit agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docid=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docid=11149035). The Governmental Unit will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Governmental Unit's compliance with this provision. The Governmental Unit must cooperate with State throughout the review process by

supplying all requested information and documentation to State, making the Governmental Unit's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

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**STATE ENCUMBRANCE VERIFICATION**

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

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

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

**GOVERNMENTAL UNIT\***

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

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

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

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

**COUNTY**

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

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

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

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

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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

**\*Political subdivisions must provide documentation approving this contract, including: 1) a resolution evidencing approval of the agreement; and 2) proper signature pursuant to the resolution.**



**Exhibit A: Specifications, Duties and Scope of Work**

**Scope of Work:**

Pursuant to applicable laws, Governmental Unit will enter a contract with a sub-consultant, to perform the following tasks: A copy of the fully executed sub-consultant contract must be sent to the State. Governmental Unit will oversee, manage, and ensure performance and completion of all services and deliverables according to Exhibit A. For the purposes of this scope of work “Contractor” refers to the Governmental Unit’s consultant.

**1. Project Management – Source Type 1010**

1.1. This task focuses on effective contract work coordination to expedite the decision-making process and maintain schedule completion dates.

**1.2. Schedule management**

Contractor will prepare a project schedule and coordinate tasks required for the contract. Contractor’s project manager will coordinate with the Governmental Unit project manager regarding the status of the project – including its schedule, budget, and general status/progress monthly.

**1.3. Administration**

Administration of the project will include meetings, progress reports, invoicing, cost and schedule updates, billing preparation, other non-technical work, communication with the necessary project personnel, and all other work to ensure all the project tasks are completed on time, within budget, and in accordance with state laws, rules, and regulations.

**1.4. Kickoff Meeting**

Contractor will hold a meeting with the Governmental Unit, State, and Anoka County to receive data and information, review the project schedule and discuss any concerns. This meeting will also be used to identify participating agency staff members and outline their coordination and engagement.

**1.5. Monthly Project Management Team Meetings**

Contractor will lead monthly Project Management Team (PMT) meetings (Up to 15 meetings). These meetings will include key agencies in the development of preliminary design. These meetings will regularly include the Governmental Unit, State, and Anoka County. The school district and environmental review agencies will attend on an as-needed basis. Contractor will be responsible for preparing agendas, providing meeting materials, leading the meeting, and submitting a meeting summary following the meeting. Meetings are intended to be conducted via Teams/Zoom.

**1.6. Internal Team Coordination**

Contractor will check-in and coordinate twice a month internally to coordinate work tasks.

**1.7. Key Deliverables:**

1.6.1. Project schedule

1.6.2. Invoicing and progress reports

1.6.3. Calls, emails, and other correspondence

1.6.4. Kickoff and PMT meetings – agendas, materials, summaries

**Exhibit A: Specifications, Duties and Scope of Work**

2. Agency and Public Coordination

2.1. This task includes additional agency coordination beyond monthly project team meetings. Information on the project will also be shared with the public. This task includes options for providing engagement with the community and key stakeholders.

2.2. Additional Agency Coordination Meetings

Up to 10 additional meetings with agencies will be conducted to resolve additional issues. Meeting stakeholders could include State, the county, environmental review agencies, permitting agencies, the school district, etc. Meeting agendas, materials and summaries will be provided by the Contractor.

2.3. City Council Meetings/Workshops

Contractor will attend up to two council meetings and/or workshops to present information to the Governmental Unit Council. Meeting materials – PowerPoint presentations and/or handouts will be provided by the Contractor.

2.4. Project Website

2.3.1. Contractor will provide content for the Governmental Unit’s website. Information should include project layouts, graphics, and key project milestones. Contractor will provide Portable Document Format (PDF)’s of layouts and imagery. Schedules and key milestones will be developed and provided in a pdf for posting.

2.5. Property Owner Meetings

2.4.1. Coordination with property owners will be required to understand property impacts and to understand property owner needs and interests. Up to 15 property owner meetings with design team members will be conducted. Meeting agendas, materials and summaries will be provided by the Contractor.

2.6. Municipal Consent

2.5.1. Municipal consent will be required for this project because traffic capacity will be reduced and access is likely to be revised. Contractor will prepare materials for municipal consent (municipal consent package as outlined in Minnesota Department of Transportation (MnDOT)’s [Transportation Project Development Process \(TPDP\)](#) – including the staff approved layout, a copy of the Design Memo and a good faith cost estimate indicating the total project cost and the Governmental Units share of the cost.

2.5.2. Contractor will prepare maps, graphics, and presentations to assist in communicating project intent and technical design information that will be targeted for non-technical groups at the public hearing. Contractor will prepare documents, such as summary memorandums, cost estimates (with cost splits) and other documentation in support of gaining Municipal Consent.

2.5.3. Contractor will coordinate with the Governmental Unit and State on this documentation.

2.5.4. Governmental Unit will be responsible for posting the public hearing information for the Municipal Consent meeting.

2.5.5. Key Deliverables:

2.5.5.1. Additional agency meetings (up to 10) – agendas, materials, summaries

2.5.5.2. Council meetings (up to 2) – meeting materials

2.5.5.3. Project website – content for project; updates as needed

**Exhibit A: Specifications, Duties and Scope of Work**

2.5.5.4. Property owner meetings (up to 15) – agendas, materials and summaries

2.5.5.5. Municipal consent package

3. Utilities – Source Type 1195

2.1. Surface and subsurface utility identification and coordination will be needed for the project.

2.2. MnDOT Utility Accommodation and Coordination Manual.

2.2.1. Contractor will complete utility coordination for the project in accordance with the MnDOT Utility Accommodation and Coordination Manual, Steps one through nine.

2.3. Utility Design Meetings

2.3.1. Contractor will organize and conduct up to two utility design meetings. Contractor will provide meeting agendas, exhibits, and summaries.

2.4. City Utilities

2.4.1. Governmental Unit will be responsible for identifying any potential city utility work needed as part of the project and for developing concepts for inclusion in the project layouts. Governmental Unit will be responsible for developing any preliminary and final plans for Governmental Unit utilities. Contractor will incorporate as part of preliminary work as needed.

2.5. Key Deliverables:

2.5.1. Gopher State One Call

2.5.2. Utility maps

2.5.3. Meeting materials – agendas, exhibits, summaries

3. Traffic Data Collection and Analysis – Source Type 1015

3.1. Contractor will update traffic counts to complete traffic work for preliminary design. This task focuses on the traffic work needed to complete preliminary design – including the staff approved layout.

3.2. Traffic Counts

3.2.1. Traffic counts for the mainline will be taken on Trunk Highway (TH) 47 between Cree Street Northwest (NW) and just north of County State Aid Highway (CSAH) 28/Ambassador Blvd NW.

3.2.2. 13-hour (6AM – 7PM) turning movement counts will be taken at intersections along the corridor. Intersections are anticipated to include:

3.2.3. CSAH 28/Ambassador Ave NW

3.2.4. Stark Dr NW

3.2.5. 233rd Ave NW

3.2.6. Pederson Dr NW/School entrance

3.2.7. 229th Ave NW

3.2.8. 227th Ave NW

3.3. Traffic Projections

3.3.1. Contractor will complete traffic projections for year of opening, 10 years out and 20 years out for each of the intersections to be counted. Draft projections will be

**Exhibit A: Specifications, Duties and Scope of Work**

provided for review and comment. Future volumes will be based on planned development and historic growth rates. The regional model will not be used.

3.4. Traffic Operations

3.4.1. Contractor will complete traffic operations analysis for the year of opening, 10 years out and 20 years out for each of the intersections. The intersections will be modeled as a corridor using the framework established in the TH 47 Corridor Study that was updated by the Governmental Unit and State in 2022. A draft memo will be prepared documenting operations for the year of opening, 10 years out and 20 years out. The memo will be provided to the Governmental Unit, county, and State for review and comment. Revisions will be made and the memo finalized.

3.5. Intersection Control Evaluation (ICE) Reports

3.5.1. Contractor will prepare four ICE Reports in accordance with MnDOT Tech Memo 07-020T-01. Draft reports will be prepared for Governmental Unit, county, and State review and comment and will be finalized based upon comments. ICE reports will be prepared for

3.5.2. CSAH 28/Ambassador Ave

3.5.3. 233rd Ave NW

3.5.4. Pederson Dr NW/School Entrance

3.5.5. 227th Ave NW

3.6. Preliminary Lighting – Source Type 1252

Contractor will review and document existing lighting on the corridor and work with State and the Governmental Unit to incorporate necessary roadway lighting at the roundabouts and  $\frac{3}{4}$  intersection as well as additional lighting to enhance pedestrian and bicycle travels along and across the TH 47 corridor. Draft lighting types and locations will be developed and provided for review and comment. Adjustments will be made as necessary. A draft and final memo showing proposed additional lighting will be prepared.

3.7. Key Deliverables:

3.7.1. Traffic counts

3.7.2. Traffic projections

3.7.3. Four ICE reports

3.7.4. Preliminary lighting map and memo

4. Soil and Pavement Borings – Source Type 1180

Understanding soil conditions will be important for drainage along the corridor and for understanding pavement condition and conditions for reconstructing TH 47 within the project area.

4.1. Pavement and Soil Borings – Existing Pavement and Potential New Alignment

Roadway borings will be taken at strategic locations along the TH 47 corridor area for pavement and soil conditions. Based on the current concept layout, Contractor assumes 10 borings up to approximately 20-foot depths for the roadway.

4.2. Contractor will drill the locations using our all-terrain drilling rig and truck mounted drill rig.

Traffic control will be provided. Borings will be cleared for public utilities via Gopher State One Call. If boring locations are not accessible due to vegetation, snow or other

**Exhibit A: Specifications, Duties and Scope of Work**

obstructions, additional fees may be charged for clearing and grubbing, and other site access methods. Borings will cause rutting, which is considered a normal part of drilling activities and not a part of site restoration.

- 4.3. Once notice to proceed is given, Contractor will provide a site plan to perform the borings before any work starts.
- 4.4. Laboratory tests will be completed to determine classification and properties of soils and pavements. A report identifying a preliminary pavement section will be provided. Contractor will provide the Governmental Unit with the boring logs.
- 4.5. Key Deliverables:
  - 4.5.1. Map of drill sites
  - 4.5.2. Boring logs
  - 4.5.3. Preliminary pavement section memo/report

**5. Preliminary Roadway Design – Source Type 1140**

These tasks are associated with preliminary design of TH 47 improvements.

**5.1. Staff Approved Layout**

Contractor will Develop a Geometric Design Support Unit (GDSU) approved Level One geometric layout document for the preferred alternative. A preliminary layout will be developed in coordination with the Governmental Unit, county, and State. Revisions and updates will be made as the concept/layout is further refined based upon information from the environmental scan. A final geometric layout will be prepared for formal review and signatures of approval. All work will meet the requirements in the MnDOT's TPDP Handbook and layout checklist.

- 5.2. Contractor will coordinate closely with State's GDSU staff in the development of the preliminary and final layout to minimize major changes or questions when the time for signature occurs.

**5.3. Design Memorandum**

Contractor will prepare a design memorandum to document design standards or exceptions for the project. A draft will be submitted with the preliminary layout and will be finalized with the final geometric layout. The design memorandum will meet the requirements in MnDOT's TPDP Handbook. Up to three additional meetings are included for coordination with States GDSU.

- 5.4. Assistance will be needed from State regarding design Equivalent Single Axle Load (ESAL)s.

**5.5. Construction Limits – Source Type 1200**

- 5.5.1. Contractor will develop model-based cross sections and construction limits to determine whether construction boundaries (including all disturbed ground necessary for working space) are within existing right of way, and if not, delineate the final construction limits for preparation of Right of Way (ROW) acquisition and environmental review/impacts.

**Exhibit A: Specifications, Duties and Scope of Work**

5.5.2. When completed concurrently, the staff approved layout and construction limits will represent the preferred alternative for the project. Includes all design work preparing cross section files for determining wetland, tree clearing, and other project applicable impacts. Construction limits and cross sections determined at this stage will constrain future stages as reflected in right of way authorization maps and wetland two-part findings. With guidance from the Governmental Unit, county, and State, Contractor will differentiate temporary construction limits, work including workspace, soil storage, etc. from permanent engineered limits.

5.5.3. Contractor will prepare and submit preliminary cross-sections based on initial project design assumptions, including primary typical sections, preliminary profiles, and preliminary alignments.

5.5.4. As work progresses, Contractor will prepare and submit final cross-sections and construction limits associated with the staff approved layout for right of way acquisition and subsequent environmental and permitting activities. Contractor will consider and include the following, as applicable, when determining construction limits:

- 5.5.4.1. Final typical sections
- 5.5.4.2. Approved roadway profiles
- 5.5.4.3. Final roadway alignments
- 5.5.4.4. Special ditch grades
- 5.5.4.5. Stormwater management features
- 5.5.4.6. Final cross-section information
- 5.5.4.7. Stormwater treatment and/or rate control facilities
- 5.5.4.8. Utility relocations
- 5.5.4.9. Americans with Disabilities Act (ADA) requirements
- 5.5.4.10. Special staging for management of traffic or waterways

5.6. Preliminary Design Estimate

At the conclusion of Layout and Construction Limit activities Contractor will submit an itemized quantity-based construction cost for the project to assist the Governmental Unit, county and State in any budgetary action needed for the project. This will include a breakdown of costs under a cooperative construction agreement as applicable to municipal approval.

5.7. Key Deliverables:

- 5.7.1. Preliminary layouts
- 5.7.2. Preliminary geometric layout
- 5.7.3. Final approved geometric layout
- 5.7.4. Design memorandum documentation
- 5.7.5. Construction limits and cross sections
- 5.7.6. Tree clearing acreage
- 5.7.7. Itemized preliminary design estimate

5.8. State Deliverables:

- 5.8.1. Materials ESAL report

**Exhibit A: Specifications, Duties and Scope of Work**

6. Hydrology Preliminary Design – Source Type 1141

Contractor will complete preliminary hydraulic analysis and preliminary design in accordance with State Metro Hydraulic Guidelines, the State Drainage Manual, and other applicable resources with approval of the district Hydraulics Engineer or their designee.

6.1. Drainage Design Criteria Summary Document

Contractor will compile available water resources-related information, regulatory requirements applicable to the project, and develop a water resources (drainage) design criteria summary document. The summary document must include and identify:

- 6.1.1. Existing stormwater drainage plans, models, and survey data including available data on culverts, ditches, storm sewer systems, and stormwater treatment systems within the project area.
- 6.1.2. Information collected during the field survey relating to existing conditions.
- 6.1.3. Available soil conditions where infiltration, filtration, and wet ponds are proposed and where stormwater trunk line piping is proposed. Identify the source(s) of the data including web-based data, soil borings, and other.
- 6.1.4. Water resources issues including, but not limited to, areas with historically inadequate drainage (e.g., known flooding areas, citizen-identified concerns and complaints), environmentally sensitive areas, localized flooding, and maintenance problems associated with drainage, erosion areas, high groundwater table areas, areas known to contain contaminated soil or water, karst areas, Emergency Response Areas (ERAs), and Drinking Water Supply Management Areas (DWSMA)s including the degree of vulnerability of each DWSMA throughout the project area.
- 6.1.5. Volume control, water quality, and rate control requirements as imposed by federal and state government regulations, State's District Hydraulic Guidelines, watershed district and/or watershed management organization standards and rules, and any local governmental unit standards and rules.
- 6.1.6. Existing drainage systems that require cleaning and/or inspection and make recommendations if features need repair or replacement.

6.2. Drainage Overview Maps

Contractor will prepare drainage overview maps for the project area. Maps will include:

- 6.2.1. Existing and proposed drainage features including, but not limited to, culverts, ditches, storm sewer, outfalls, drop inlets, catch basins, wet ponds, dry ponds, infiltration basins, and filtration basins. Available municipal drainage system information must be included.
- 6.2.2. Delineated drainage areas to each point of inflow and outflow from the project. Existing and proposed drainage areas must identify the time of concentration and modeled peak flows for the design events identified in the water resources design criteria summary. Existing and proposed ponding or detention areas must show the model peak water surface elevation for the 100-year design storm event.

**Exhibit A: Specifications, Duties and Scope of Work**

- 6.2.3. All waters within one mile of the project that receive project runoff: public waters, outstanding resource value waters, special waters, and impaired waters.
- 6.2.4. Federal Emergency Management Agency (FEMA) Floodplain boundaries, Watershed District flood elevations and/or floodplain boundaries, National Wetlands Inventory (NWI) wetland boundaries, jurisdictional ditches, karst areas, ERAs and DWSMAs, and other relevant drainage system information including agricultural drainage tile systems within and adjacent to the project area.
- 6.2.5. Existing drainage infrastructure and locations for repair, lining, replacement, and erosion control recommendations.

**7. Preliminary Construction Limits – Drainage Design/Report**

7.1. Contractor will prepare a Preliminary Construction Limits Drainage Design. The team will:

- 7.1.1. Develop preliminary existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling as necessary to ensure project conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.
- 7.1.2. Prepare a preliminary stormwater system design and a corresponding preliminary stormwater design report. The design and report must include documentation of the preliminary design, including how the meets the requirements identified in the water resources design criteria summary document. The report must provide documentation of the following:
  - 7.1.2.1. Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.
  - 7.1.2.2. Preliminary sizes and locations of culverts, storm sewer trunk lines, and outfalls.
  - 7.1.2.3. The location, size, type, slope, computed headwater for the existing (where applicable) and proposed conditions discharges, and preliminary invert elevations of each culvert and outfall.
  - 7.1.2.4. Preliminary location, surface area, and treatment volume depth of potential stormwater treatment systems including preliminary grading sufficient to establish construction limits and right of way needs.
  - 7.1.2.5. Construction limits and required right of way for all drainage system facilities and stormwater treatment systems.
  - 7.1.2.6. Drainage tile system impacts and required connections and rerouting.
  - 7.1.2.7. Identify details of the preliminary drainage system design preserving existing drainage patterns wherever possible unless approved by the District Water Resources Engineer.



**Exhibit A: Specifications, Duties and Scope of Work**

7.1.2.8. Coordination with the State Bridge and Utilities Office and District Water Resources Engineer.

7.1.2.9. Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the District Water Resources Engineer.

7.1.2.10. Culvert risk assessments and floodplain assessments, as necessary.

**7.2. Soil Borings/Piezometers Request**

Contractor will prepare a request for a soil boring investigation for the potential stormwater treatment system locations identified in the preliminary stormwater design report. The request must include a map of the requested stormwater treatment systems and the preferred location(s) of borings within each treatment system including:

7.2.1. The required number of borings at each location needed to accurately characterize the soil conditions for the intended design and to satisfy any applicable regulatory requirements.

7.2.2. The required depth of the borings to identify groundwater and saturated soil conditions.

7.2.3. Include proposed alignments and staking offsets such that survey staff can locate in advance of scoping borings.

**7.3. Final Construction Limits (Source Type 1200) – Drainage Design/Report**

The Contractor will prepare a **Final Construction Limits Drainage Design** by:

7.3.1. Reviewing the results and findings described in the water resources design summary, preliminary stormwater design report, and drainage overview map(s) and prepare recommendations for revisions to the preliminary design. The recommendations must consider comments on the preliminary stormwater design report, new data, regulations, and/or information related to water resources in the project area available since completion of the preliminary stormwater design report.

7.3.2. Preparing or updating, as applicable, existing and proposed conditions hydrologic/hydraulic models of the project area and perform modeling to evaluate conformance to project design standards and permitting requirements. Analyses will be completed for the design storm events identified in the water resources design criteria summary document.

7.3.3. Preparing hydraulic and stormwater system design plans and corresponding hydraulic design report. The design and report must include documentation of:

7.3.3.1. Total disturbed soil area, existing and proposed impervious area, reconstructed impervious area, and resulting regulatory requirements for volume control and water quality treatment.

7.3.3.2. Sizes and locations of culverts, storm sewer trunk lines, and outfalls.

**Exhibit A: Specifications, Duties and Scope of Work**

- 7.3.3.3. The location, size, type, slope, and computed headwater for the existing (where applicable) and proposed conditions discharges and invert elevations of each culvert and outfall.
- 7.3.3.4. Location, surface area, and treatment volume depth of stormwater treatment systems including grading plans sufficient to confirm construction limits and right-of-way needs.
- 7.3.3.5. Limits of required right-of-way for all drainage and stormwater treatment systems.
- 7.3.3.6. Drainage tile system impacts and required connections and rerouting.
- 7.3.3.7. How the preliminary drainage system design will preserve existing drainage patterns wherever possible unless approved by the District Water Resources Engineer.
- 7.3.3.8. Coordination with the State Bridge and Utilities Office and District Water Resources Engineer.
- 7.3.3.9. Modeling results of existing and proposed conditions stormwater systems as required for project permitting and/or as directed by the District Water Resources Engineer.

7.4. Key Deliverables:

- 7.4.1. Drainage design criteria summary document
  - 7.4.1.1. Drainage overview map of existing and proposed conditions
  - 7.4.1.1. Existing and proposed conditions hydrologic/hydraulic models
  - 7.4.1.2. Preliminary construction limits – drainage design/report
  - 7.4.1.3. Soils investigation request memorandum
  - 7.4.1.4. Final construction limits – drainage design/report

8. Environmental Document

The proposed project is not likely to require a formal state environmental document (Environmental Assessment Worksheet (EAW) or Environmental Impact Statement (EIS)) as it is decreasing travel lanes in the project area and would have minimal public water impacts, so is unlikely to trigger a mandatory formal EAW or EIS. The project has received federal funding, so will require a federal environmental document. Based on preliminary discussions with State, it is anticipated a Programmatic Categorical Exclusion can be prepared but will have to be confirmed during the environmental review process, and actual impacts.

8.1. Wetland Delineations and Reports

Contractor will Delineate wetlands and all aquatic resources (linear ditches, tributaries, etc..) within the project area per the 1987 U.S. Army Corp of Engineers Wetland Delineation Manual; Northcentral and Northeast Regional Supplement, regulatory guidance, and

**Exhibit A: Specifications, Duties and Scope of Work**

Wetland Conservation Act (WCA) standards and Guidance for Submittal of Delineation Reports to the St. Paul District Army Corp of Engineers and WCA Local Government Units in Minnesota, Version 2.0 (Public Notice Date of 3/04/15).

- 8.2. The wetland delineation will include:
  - 8.2.1. Recording the locations of each wetland boundary flag, photo point, and sampling point-with a sub-foot accurate Global Positioning System (GPS) Unit.
  - 8.2.2. Complete at least one sampling transect per delineated wetland.
  - 8.2.3. Acquire one photo for each wetland sampling point.
  - 8.2.4. Uploading and post-processing GPS data. Convert and export shapefiles (wetland boundaries, sampling points, photo points, and wetland assessment area polygon) to Computer Aided Design (CAD) format as necessary. Files transmitted to the State are required to be in the corresponding county coordinate system that the project is located in.
- 8.3. Following delineation, Contractor will prepare a wetland delineation report per the US Army Corps of Engineers standards and WCA standards. A draft wetland delineation report will be submitted to project partners and any reviewing agencies for review and comment. Contractor will revise the report based on comments received and complete a joint notification form for boundary/type occurrence. Following those activities, Contractor will convene a Technical Evaluation Panel (TEP) meeting for boundary type review and concurrence and amend reports as needed. A meeting summary from the TEP meeting will be prepared.
- 8.4. Contractor will generate a project notification mailer in advance of delineations to notify property owners adjacent to proposed wetland delineations outside of State /county/ Governmental Unit right of way. Contractor will provide all material and mail notices.
  - 8.4.1. No permits will be applied for as part of the project.
- 8.5. Early Notification Memo (ENM) or Coordination Letters – Source Type 1071
- 8.6. Contractor will prepare the Early Notification Memo to route through the different State functional groups to identify potential resources impacted by the project. Contractor will use the [Metro District ENM template](#). Contractor will describe the proposed project, provide conceptual maps of the project and its associated limits and answer questions in the ENM template for the project. Responses will be collected and information from the ENM will be used to determine if additional investigations are needed.
  - 8.6.1. State Historic Preservation Office – historic and archaeological resources.
  - 8.6.2. Department of Natural Resources (DNR) - state threatened and endangered species.
  - 8.6.3. Information from the responses received will be used to help identify impacts and any additional investigation that may be needed.

**Exhibit A: Specifications, Duties and Scope of Work**

8.7. Draft Programmatic Categorical Exclusion (CATEX)

8.7.1. Contractor will prepare a draft Programmatic CATEX using the trunk highway template. The project team will respond to all the required questions, document correspondence with subject matter experts, and provide required figures, maps, and other supplemental information. The draft document will identify the transportation purpose and need, describe the preferred alternative, and describe funding for the project. Required permits will be identified, but not completed.

8.7.2. State will conduct Phase I and any Phase II investigations regarding contamination.

8.7.3. State will conduct coordination and review for historic and/or archaeological sites and conduct Tribal Coordination efforts as part of its ENM response. If additional study or investigation is needed per the ENM response, State evaluate at that time whether State will complete this additional work or if Contractor's scope will be amended to complete this work.

8.7.4. State air and noise resource group does not require a noise analysis, as the project is eliminating travel lanes and pulling the roadway in tighter within the existing right of way for most of the project area.

8.8. Final Programmatic CATEX

Contractor will make edits as identified through State's review at the District and Central Office. The team will route the document for signature after the edits have been made.

8.8.1. Key Deliverables

8.8.1.1. Property owner notification mailer

8.8.1.2. Draft wetland delineation report and files

8.8.1.3. Final wetland delineation report and files

8.8.1.4. TEP meeting and summary

8.8.1.5. ENM

8.8.1.6. Draft and final programmatic CATEX

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Work Tasks	Project Manager	Public Involvement Lead	Graphics	Public Involvement Support	Roadway Lead Professional Engineer	Roadway Specialist Roundabout	Senior Engineer	Engineer	Roadway Support	Cost Estimating	Senior Traffic Engineer	Traffic Engineer	Data Collection	Traffic Support	Trans Planning Lead	Science Lead Senior Scientist	Trans Planner Env Scientist	Drainage Lead	Senior Drainage Engineer	Drainage Engineer	Senior GIS Analyst	Project Controls	Totals	
Project Management Task 1																								
1.1 Schedule Management	8																					15	23	
1.2 Administration	40																							40
1.3 Kickoff Meeting	4				2						2					2		2						12
1.4 PMT Meetings	24				15	6					4				24			10						83
1.5 Internal Team Coordination	15				15	4				4	8				15			15						76
Public and Agency Involvement Task 2																								
2.1 Additional Agency Coordination Meetings	15				10						4				15			10						54
2.2 City Council Meetings/Workshops	16				10	2									8				2					38
2.3 Project Website		12	20	24											10						12			78
2.4 Property Owner Meetings					30			30																60
2.5 Municipal Consent	10				16			16		16														68
Utilities Task 3																								
3.1 MnDOT Utility Coordination					8			40		60														108
3.2 Utility Design Meetings					1			8																9
3.3 City Utility Coordination								4																4
Traffic Data Collection and Analysis Task 4																								
4.1 Traffic Counts													84	6										90
4.2 Traffic Projections											4	20												24
4.3 Traffic Operations	4										20	32												56
4.4 ICE Reports											32	100												132
4.5 Preliminary Lighting											20	40												60
Soil and Pavement Borings Task 5 - flat fee in Direct Expenses																								
Preliminary Roadways Design Task 6																								
6.1 Staff Approved Layout					30	50	150	140	120															490
6.2 Design Memorandum					4		16	4																24
6.3 Construction Limits					8		20	30	16															74
6.4 Preliminary Design Estimate					8		8	20	8	50														94
Hydrology/Hydraulic Preliminary Design Task 7																								
7.1 Drainage Design Criteria Summary Document																		2	8	16				26
7.2 Drainage Overview Maps																		4	24	60				88
7.3 Preliminary Construction Limits - Drainage Design/Report																		20	40	80				140
7.4 Soil Borings/Piezometers Request																			2					2
7.5 Final Construction Limits - Drainage Design/Report																		12	40	60				112
Environmental Document Task 8																								
8.1 Wetland Delineations and Reports																	50							50
8.2 ENM	4																8					2		14
8.3 Draft Programmatic CATEX	28														76	8	40	8				24		184
8.4 Final Programmatic CATEX	8														20		16					4		48
<b>Total Hours</b>	<b>176</b>	<b>12</b>	<b>20</b>	<b>24</b>	<b>157</b>	<b>62</b>	<b>292</b>	<b>204</b>	<b>204</b>	<b>70</b>	<b>94</b>	<b>192</b>	<b>84</b>	<b>6</b>	<b>168</b>	<b>60</b>	<b>64</b>	<b>83</b>	<b>116</b>	<b>216</b>	<b>42</b>	<b>15</b>	<b>2361</b>	
Hourly Rate	\$80.00	\$69.00	\$40.00	\$39.00	\$90.00	\$84.00	\$60.00	\$43.00	\$60.00	\$87.00	\$57.00	\$39.00	\$33.00	\$60.00	\$54.00	\$54.00	\$37.00	\$86.00	\$57.00	\$53.00	\$50.00	\$42.00		
<b>Direct Labor Costs</b>	<b>\$14,080.00</b>	<b>\$828.00</b>	<b>\$800.00</b>	<b>\$936.00</b>	<b>\$14,130.00</b>	<b>\$5,208.00</b>	<b>\$17,520.00</b>	<b>\$8,772.00</b>	<b>\$12,240.00</b>	<b>\$6,090.00</b>	<b>\$5,358.00</b>	<b>\$7,488.00</b>	<b>\$2,772.00</b>	<b>\$360.00</b>	<b>\$9,072.00</b>	<b>\$3,240.00</b>	<b>\$2,368.00</b>	<b>\$7,138.00</b>	<b>\$6,612.00</b>	<b>\$11,448.00</b>	<b>\$2,100.00</b>	<b>\$630.00</b>	<b>\$139,190.00</b>	
<b>Overhead Costs @ 152.05% of Direct Labor Costs</b>																							<b>\$211,638.40</b>	
<b>Fixed Fee @ 13.0% of (Direct Labor Costs + Overhead Costs)</b>																							<b>\$45,607.69</b>	
<b>Direct Expenses</b>	Quantity	Rate	Total																				<b>\$30,804.30</b>	
Mileage	1149	\$0.70	\$804.30																					
Soil Borings (Task 5)			\$30,000.00																					
<b>Total Contract Amount</b>																							<b>\$427,240.39</b>	
<b>Total County Amount</b>																							<b>\$142,413.46</b>	
<b>Total Governmental Unit Amount</b>																							<b>\$142,413.47</b>	
<b>Total State Amount</b>																							<b>\$142,413.46</b>	

## MINNESOTA DEPARTMENT OF TRANSPORTATION

## According to the Most Recently Approved Commissioner's Plan Reimbursement Rates for Travel Expenses\*

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Federal IRS reimbursement rate
Commercial Aircraft	(2)	Actual cost
Personal Aircraft	(1)	Federal IRS reimbursement rate
Rental Car	(2)	Actual cost
Taxi	(3)	Actual cost
Subject	Meals	Rate
Breakfast	(1) (5) (7)	\$11.00
Lunch	(1) (5) (7)	\$13.00
Dinner	(1) (5) (7)	\$19.00
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 each week
Telephone, Personal	(1)	As of July 1, 2022, no reimbursement of costs

**Travel Status**

1. More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
2. Leave home in travel status before 6 a.m. for breakfast expense that day or away from home overnight.
3. In travel status after 7 p.m. for supper expense that day or is away from home overnight.
4. 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 card size, and standard room.)
  - a. Lodging costs should be reasonable and consistent with facilities available.
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of stay.
5. The gratuity is included in the maximum cost.
6. To be in Travel Status and at a commercial lodging.
7. Meal reimbursements for high-cost localities as identified by the IRS, the maximum reimbursement will be Breakfast \$12.00, Lunch \$15.00, and Dinner \$23.00.

\*The above expense rates are based on the most recently approved Commissioner's Plan contract, and are subject to change with subsequent contract updates.

**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*, <b>in the following order:</b> a. Completed, Signed Invoice Form b. Completed, Signed Progress Report Form (if applicable) c. Supporting Documentation <i>Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size</i> 5. E-mail the invoice package, in .pdf, to <a href="mailto:ptinvoices.dot@state.mn.us">ptinvoices.dot@state.mn.us</a>
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MnDOT Contract Number: 1058906  
 Contract Expiration Date: January 30, 2027  
 SP Number: 0206-91 TH Number: 47

Billing Period\*: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Subcontractor Costs: WSB LLC	\$427,240.39			
<b>Net Earning Totals:</b>	<b>\$427,240.39</b>			
<b>Total Amount due this invoice:</b>				<b>\$</b>
<i>*If your billing period includes costs to and after June 30, provide a "Billed This Invoice" split of cost through June 30, and costs after.</i>				

State's 1/3 Portion Due: \_\_\_\_\_  
 Counties 1/3 Portion Due: \_\_\_\_\_  
 City's 1/3 Portion Due: \_\_\_\_\_

**Contractor: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1010			
1015			
1071			
1140			
1141			
1180			
1195			
1200			
1252			

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: City of St. Francis

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

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

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

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. 1058906  
 Contract Expiration Date: January 30, 2027  
 SP Number: 0206-91 TH Number: 47

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
<b>TOTALS:</b>									

**\*Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

\_\_\_\_\_  
 Contractor's Project Manager Date