

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

Trunk Highway (TH) Number: 5

Project Description: Ramsey County Regional Railroad Authority (RCRRA) to provide State of Minnesota, Department of Transportation (MnDOT) architecture/history cultural resource consulting services for the Trunk Highway 5 Project (SP 6201-01/SP 6201-95) as part of their Riverview Corridor Project through the architecture/history Phase I (reconnaissance level) survey. MnDOT's Cultural Resources Unit will provide cultural resource technical and professional assistance on the review of overlapping deliverables between projects.

This Work Order Contract is issued under the authority of the State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050254 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Ramsey County Regional Railroad Authority ("RCRRA" or "Local Government"), a political subdivision of the State of Minnesota, 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. The Local Government must not begin work under this Contract until ALL required signatures have been obtained and the Local Government has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on December 1, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A: Standard Terms, Exhibit B: Consultant Scope of Work, Exhibit C: Consultant Scope Task 4 Revisions, Exhibit D: Local Government Scope of Work, Exhibit E: Invoice Form, and Exhibit F: Progress Report Form 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. RCRRA will provide Section 106 architecture/history consulting services to the State in areas of overlap between the RCRRA's Riverview Corridor Project area and the Trunk Highway 5 / West Seventh Street (TH 5/W 7th Street Project) Project (SP 6201-91/6201-95) that extends from Broadway Avenue to the Mississippi River Bridge (Bridge 9300). Some of these services will be provided by a consultant hired by RCRRA.
- 3.2. RCRRA will provide, through its consultant, the services listed in Exhibits B and C. The services that cover the areas of overlap are specifically detailed in task 4.4A in Exhibit C. These services will comply with the standard terms listed in Exhibit A. RCRRA will also provide services as detailed in Exhibit D.

3.3. The State, through MnDOT's Cultural Resources Unit and other functional groups as necessary, will provide technical and professional assistance in the areas of cultural resources to Local Government along the areas of overlap between the two above referenced projects. This includes:

- i. Assisting with the review of architecture/history deliverables, inventory forms, studies, reports required by the project.

4. Items provided or completed by the Parties

4.1. The following will be provided or completed by the Local Government:

- 4.1.1. Provide all cultural resources deliverables related to the areas of overlap to the State.
- 4.1.2. Provide access to the consultant team so State can collaborate with or guide their work in consultation with Local Government in the manner needed to complete task 4.4A and achieve project objectives. This includes, but is not limited to, the ability of State staff to communicate directly with Local Government's consultants via phone, e-mail and meetings, and adequate time for reviewing Local Government's contractor's work and reports.
- 4.1.3. Invite State staff to relevant meetings and discussions influencing the completion of requested services.

4.2. The following will be provided or completed by the State

- 4.2.1. Provide technical reviews of overlapping architecture/history deliverables, inventory forms, studies, and reports required by the project.

5. Consideration of Payment

5.1. The State will pay for 50% of the services performed by the Local Government for task 4.4A of Exhibit C on an actual cost basis as follows:

5.1.1. The following items will be reimbursable at their actual cost to the Local Government:

- i. Materials and supplies reasonably needed to perform the work; and
- ii. Equipment needed to perform the work, at its rental rate as established by the State; and
- iii. Actual and reasonable costs of consultants and contractors engaged to perform the work; and
- iv. Actual salary costs incurred by the Local Government, at the normal rate of pay plus reasonable and customary labor additives.

5.1.2. The Local Government must, upon request of the State, provide documentation showing a breakdown of costs claimed for reimbursement.

5.2. The estimated cost for the State's share of the work is \$185,046.17. The State's obligation for all compensation and reimbursements to the Local Government will not exceed \$200,000.00, which includes a contingency amount of \$14,953. 83.

5.3. Electronic invoices are preferable. Please send the electronic invoice to the MnDOT Project Manager designated in Article 7.

6. Terms of Payment

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

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

- 6.3. The Local Government will submit the monthly progress report set forth in Exhibit F showing the progress of work in work hours according to the tasks listed in Scope of Work article.

7. Authorized Representatives

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

Name/Title: Sarah Ghandour, Director, or successor
MnDOT - Metro District Transit Section
Street Address: 1500 County Road B2 W
City State Zip: Roseville, MN 55113
Email: sarah.ghandour@state.mn.us

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

Name/Title: Michael Rogers, Transit Project Manager, or successor
Name of Gov't: Ramsey County Regional Railroad Authority
Street Address: 210 Courthouse
15 West Kellogg Blvd.
City State Zip: Saint Paul, MN 55102
Email: michael.rogers@co.ramsey.mn.us

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

8. Termination

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

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

9. Additional Provisions

- 9.1. NONE

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Local Government

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

By: _____
Rafael E. Ortega
Title: Chair, Ramsey County Regional Railroad Authority
Board of Commissioners

Date: _____

Approved as to form:

By: _____
Amy K. L. Schmidt
Title: Assistant Ramsey County Attorney

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 #: _____
SWIFT PO #: _____

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. The Local Government 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. The Local Government 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. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Local Government 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 the Local Government from its primary responsibility for performance of the work.

EXHIBIT D – Local Government Scope of Work

Task 1: Project Management/Meetings –Local Government and Local Government’s consultant will participate in project meetings and coordination. Local Government staff will attend meetings as needed or requested by the State and invite State staff to relevant meetings and discussions.

Task 2: Project surveys and deliverables – Local Government will provide all cultural resource deliverables related to the areas of overlap (Broadway Avenue to the Mississippi River Bridge [Bridge 9300]) to the State. Local Government will provide access to the consultant team so State can collaborate with or guide their work in consultation with Local Government in the manner needed to complete each task and achieve project objectives. This includes, but is not limited to, the ability of State staff to communicate directly with Local Government’s consultants via phone, e-mail and meetings, and adequate time for reviewing Local Government’s contractor’s work and reports.

Task 3: Professional and technical services – Local Government will incorporate State’s review comments into overlapping consultant team deliverables.

Task 4: Coordination with other Agencies - Local Government will allow the State to submit overlapping deliverables (inventory forms, reports, determinations of eligibility, and transmittal letters) as necessary to relevant agencies such as the State Historic Preservation Office (SHPO).