

**MINNESOTA DEPARTMENT OF TRANSPORTATION  
MASTER PARTNERSHIP WORK ORDER CONTRACT****State Project Number (SP):** 7305-131**Trunk Highway Number (TH):** 23**Project Identification:** Right of Way Map

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1050339 (“Master Contract”) between the State of Minnesota acting through its Commissioner of Transportation (“State”) and Waite Park City a political subdivision of the State of Minnesota (“Other Party”) and is subject to all applicable provisions and covenants of the Master Contract which are incorporated herein by reference.

**Contract**

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**1. Term of Work Order Contract; Incorporation of Exhibits; Electronic Signatures**

- 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 Other Party must not begin work under this contract until ALL required signatures have been obtained and the Other Party 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 **June 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.
- 1.4. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures, which will be deemed an original signature, and converting original documents to electronic records.

**2. Nature of Work**

- 2.1. Select all applicable work types below to indicate the nature of the work to be performed under this Work Order Contract. See Section 3, Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - Construction Administration
  - Emergency Services
  - Professional/Technical Services
  - Roadway Maintenance

**3. Scope of Work**

- 3.1. The Other Party will perform all services under this Work Order Contract in accordance with the Standard Terms described in Exhibit A.
- 3.2. The Other Party will perform services under this Work Order Contract summarized generally as follows: The Other Party, will perform the tasks and provide the deliverables described in Exhibit B to the satisfaction of State.

**4. Items provided or completed by State**

- 4.1. The following will be provided or completed by State: Computer Aided Drafting (CAD) map for work on TH23 will be provided.

**5. Consideration of Payment**

- 5.1 State will pay for all services performed by the Other Party on an actual cost reimbursement basis as follows:
  - 5.1.1. The following items will be reimbursable at their actual cost to the Other Party:
    - 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 State; and
    - iii. Actual and reasonable costs of consultants and contractors engaged to perform the work; and
    - iv. Actual salary costs incurred by the Other Party, at the normal rate of pay plus reasonable and customary labor additives.
  - 5.1.2. The Other Party must, upon request of State, provide documentation showing a breakdown of costs claimed for reimbursement.
- 5.2. Exhibit C provides budget details for the Other Party and its Subcontractor(s).
- 5.3. State's total obligation for all compensation and reimbursements to the Other Party will not exceed **\$20,000.00**

**6. Terms of Payment**

- 6.1. State will promptly pay all valid obligations under this Work Order Contract as required by Minnesota Statutes §16A.124.
- 6.2. The Other Party must submit invoices electronically for payment, using the format set forth in Exhibit C. State will pay the Other Party upon receipt and approval of an invoice for eligible costs. The Other Party will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. The Other Party must provide supporting documentation showing the actual costs incurred.
- 6.3. If the "Professional and Technical Services" box is checked in Section 2.1, State will retain up to 10% of the final amount due to the Other Party, as required by Minnesota Statutes §16C.08, until the work and deliverables have been approved by State.
- 6.4. The Other Party must submit the signed invoice, 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). If the Other Party cannot support electronic submission of the invoice package, the Other Party must contact State's Authorized Representative for possible alternatives.
- 6.5. All invoices are subject to audit, at State's discretion.

**7. Authorized Representatives:**

- 7.1. The Other Party Project Manager for this Work Order is
  - Name/Title: William Schluenz
  - Address: 670 17<sup>th</sup> Ave S P.O. Box 339
  - Telephone: 320-252-6822
  - E-Mail: [bill.schluenz@ci.waitepark.mn.us](mailto:bill.schluenz@ci.waitepark.mn.us)

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

- 7.2. State's Authorized Representative for this Work Order Contract is
  - Name/Title: Kevin Schmidt
  - Address: 7694 Industrial Park Rd Baxter MN 56425
  - Telephone: 218-232-4181
  - E-Mail: [kevin.schmidt@state.mn.us](mailto:kevin.schmidt@state.mn.us)

State's Authorized Representative, or their successor, will monitor the Other Party performance and has the authority to accept or reject the services provided under this Work Order Contract.

7.3. State's Project Manager for this Work Order Contract is

Name/Title: Kevin Schmidt  
Address: 7694 Industrial Park Rd Baxter MN 56425  
Telephone: 218-232-4181  
E-Mail: kevin.schmidt@state.mn.us

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

8. **Termination; Suspension**

- 8.1. **Termination by State or the Other Party.** The Other Party, State, or the Commissioner of Administration may terminate this Work Order Contract at any time, with or without cause, upon 30 days' written notice to the Other Party. Upon termination, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** State may immediately terminate this Work Order Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Other Party. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Other Party 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 Work Order Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide the Other Party notice of the lack of funding within a reasonable time of State's receiving that notice.
- 8.3. **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 Other Party during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

9. **Telecommunications Certification.**

- 9.1. By signing this Work Order Contract, the Other Party 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 Other Party 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 Other Party will include this certification as a flow down clause in any contract related to this Work Order Contract.

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

- 10.1. The Other Party agrees to comply with all applicable United States Department of Transportation (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 Other Party will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Other Party's compliance with this provision. The Other Party must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the Other Party's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**11. Additional Provisions**

11.1. NONE

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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:

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

Signed:

Title:

Date:

**OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the agreement on behalf of the Other Party as required by applicable articles, bylaws or resolutions.

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

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

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

**COMMISSIONER OF ADMINISTRATION**

Signed:

Date:

**EXHIBIT A  
STANDARD TERMS**

1. **Unenforceable Terms.** As of July 1, 2025, certain terms are unenforceable in state contracts. See Minnesota Statutes §16C.05 subdivision 8.
  - 1.1. A contract entered into by the State will not contain a term that:
    - 1.1.1. Requires the State to defend, indemnify, or hold harmless another person or entity, unless specifically authorized by statute;
    - 1.1.2. Binds a party by terms and conditions that may be unilaterally changed by the other party;
    - 1.1.3. Requires mandatory arbitration;
    - 1.1.4. Attempts to extend arbitration obligations to disputes unrelated to the original contract;
    - 1.1.5. Construes the contract in accordance with the laws of a State other than Minnesota; and
    - 1.1.6. Obligates state funds in subsequent fiscal years in the form of automatic renewals as defined in section 325G.56; or
    - 1.1.7. Is inconsistent with Chapter 13, the Minnesota Government Data Practices Act.
  - 1.2. If a contract is entered into that contains a term prohibited in paragraph (a), that term will be void and the contract is enforceable as if it did not contain that term.

**STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES**

1. The Other Party will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the State's State Aid Division or on the State's website, [www.dot.state.mn.us](http://www.dot.state.mn.us).
2. The Other Party 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 Other Party will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Other Party 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 Other Party from its primary responsibility for performance of the work.

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1. The Other Party who is not a state employee, will on two parcels:

Kia and Marathon Gas – prepare a right of way map, legal description, hire an appraiser, negotiate with the subcontractors and landowners, make relocation and direct purchase payments, pay the county to record permanent right of way deeds, and furnish right of way under state law 117 et al., so the right of way fits into State Project (SP) 7305-131 reconstruction of Trunk Highway (TH) 23 on 10<sup>th</sup> Ave and TH23.

2. **Project Deliverables.**

- 2.1. Deliverables are the work products created or supplied by the Other Party pursuant to the terms of this contract. The summary of the deliverables for this contract are:

right of way mapping, titles, legal descriptions, road design on Hwy 23, right of way consulting fees, negotiations, right of way appraisal fees to consultants, county recording fees , all to furnish the right of way.

All right of way must be furnished by June 30, 2027

- 2.2. Deliverables which the Other Party provides and are not to be invoiced are listed below.

The Other Party pays Landowner sign relocation. The Other party pays Landowner Land acquisition payments on both Hwy 23 and 10<sup>th</sup> Ave. The City sees other benefits with this partnership by not being paid landowner payments.

The Other Party's legal fees and Landowner's legal fees and all eminent domain fees are to be paid by The Other Party.

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**[REMOVE ALL HIGHLIGHTING FROM THIS FORM WHEN COMPLETE]**

**INVOICE NO. \_\_\_\_\_**

Estimated Completion: \_\_%

Final Invoice?  Yes  No

**Invoice Instructions:**

The Other Party 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: 1050339

Work Order 01

Contract Expiration Date: June 30, 2027

SP Number: 7305-131 TH Number: 23

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. Actual Costs Incurred:	\$20,000.00			
<b>Net Earning Totals:</b>	<b>\$20,000.00</b>			
<b>Total Amount Due this Invoice</b> (Attach Supporting Documentation):				<b>\$</b>

Contractor: If the billing period includes costs that cross the State's fiscal year (6/30), provide a split of the full amount billed this invoice, as follows:

<b>Costs</b>	<b>Amount billed</b>
Prior to and including 6/30	
7/1 and after	
<b>Total billed this invoice</b>	

*If costs do not cross the fiscal year, disregard*

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 Waite Park

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

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

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