DEPARTMENT OF TRANSPORTATION

MnDOT Contract Number: 1048714

AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1048714

Contract Start Date: January 27, 2022	Original Contract Amount:	$ 55,676.00
Original Contract Expiration Date: October 31, 2023	Previous Amendment(s) Total:	$ 0.00
Current Contract Expiration Date: October 31, 2023	Current Amendment Amount:	$ 250.00
New Contract Expiration Date: N/A	Total Amended Contract Amount:	$ 55,926.00

Federal Project Number: STPF-TA 0722(098)
State Project Number (SP): 137-090-005
Project Identification: Phase I Architecture-History Investigation – Kern Bridge Rehabilitation

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State"), the City of Mankato, Address: Intergovernmental Center, 10 Civic Center Plaza, Mankato, MN, 56001; acting through its City Council ("City"), and Hess, Roise and Company, Ltd., a Corporation, Address: 100 North First Street, Minneapolis, MN 55401 ("Contractor").

RECITALS

1. State has a contract with Contractor identified as MnDOT Contract Number 1048714 ("Original Contract") to conduct a Phase I architectural history survey to identify and evaluate potential architectural/historical resources in the Area of Potential Effect (APE) for a proposed Kern Bridge rehabilitation project in the City of Mankato.
2. The Original Contract is being amended because:
   A. The Contractor has added some new staff recently who are working on this project. As a result, the classifications; hours; and rates of these new staff need to be added to the contract budget.
   B. The subcontractor is adding their expected expenses which also needs to be added to the contract budget.
3. State, City, and Contractor are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

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

REVISION 1. Subarticle 2.1 is amended as follows:

2.1. The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:
Exhibit A: Contract Terms
Exhibit B: Insurance Requirements
Exhibit C: Specifications, Duties, and Scope of Work
Exhibit ~~D~~ **D-1**: Compensation and Payment
Exhibit E-1: Budget Details
Exhibit ~~E~~ **F-1**: Travel Regulations
Exhibit ~~F~~ **G-1**: Invoice Form
Exhibit ~~G~~ **H-1**: Progress Report Form
Exhibit ~~H~~ **I-1**: Contractor Payment Form

REVISION 2. Subarticle 6.1 is amended as follows:

6.1. The State will pay for performance by the Contractor under this Contract in accordance with Exhibit ~~D~~ **D-1**.

REVISION 3. Exhibit A: Terms and Conditions, Article 28 is deleted in its entirety, and replaced as follows:
INTENTIONALLY OMITTED

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

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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:

CONTRACTOR

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

Signed: Elizabeth A. Gale

Title: Principal

Date: 7/27/2022

CITY

Signed: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

1. **Compensation and Payment.**

1.1. **Consideration**. State will pay for all services performed by Contractor under this Contract as follows:

1.1.1. **Compensation**. Contractor will be paid on a Fixed Hourly Rate basis as follows:

Labor Rate Costs*:	$ 29,745.00
Direct Expense Costs:	$ 731.00
Subcontractor(s) Costs:	
Charlene Roise - Historian	**$ 25,450.00**

* Labor Rate includes direct labor, overhead and profit

1.1.2. **Overtime**. State will not pay overtime rates for any overtime worked by Contractor or a subcontractor unless State's Authorized Representative has specifically authorized overtime, in writing.

1.1.3. **Direct Costs**. Allowable direct costs include project specific costs listed in **Exhibit E-1**. Any other direct costs not listed in **Exhibit E-1** must be approved, in writing, by State's Authorized Representative prior to expenditure.

1.1.4. **Budget Details**. See **Exhibit E-1** for budget details on Contractor and its Subcontractor(s).

1.1.5. **Travel Expenses**. Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations." Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See **Exhibit F-1** for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

1.1.6. **Total Obligation**. State will pay eighty percent of the project costs (up to $44,740.80). The City will pay twenty percent of the project costs (up to $11,185.20). The total obligation for all compensation and reimbursements to Contractor under this contract will not exceed **$55,926.00**.

1.2. **Payment**

1.2.1. **Invoices**. Contractor must submit invoices electronically for payment, using the format set forth in **Exhibit G-1**. Contractor will invoice State and County directly on a monthly basis. Invoices will detail the total cost of the project, and also identify the 80% State and 20% City amount due.

1.2.2. **Progress Reports**. Contractor must submit a monthly progress report, using the format set forth in **Exhibit H-1** showing the progress of work in work hours according to the tasks listed in the Specifications, Duties, and Scope of Work.

1.2.3. **State's Payment Requirements**. State will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Contractor's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Contractor within 10 days of discovering the error. After State receives the corrected invoice, State will pay Contractor within 30 days of receipt of such invoice.

1.2.4. **City's Payment Requirements.** City will follow the same payment schedule as the State detailed in subarticle 1.2.3.

1.2.5. **All Invoices Subject to Audit**. All invoices are subject to Audit, at State's discretion.

1.2.6. **Invoice Package Submittal**. Contractor must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at ptinvoices.dot@state.mn.us and to the City's Authorized Representative, Michael McCarty, at mmccarty@mankatomn.gov. 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.

1.2.6.1. Each invoice must contain the following information: MnDOT Contract Number, Contractor's invoice number (sequentially numbered), Contractor's billing and remittance address, if different from business address, and Contractor's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.

1.2.6.2. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.

1.2.6.3. Except for Lump Sum contracts, Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:

- 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
- 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.

1.2.7. **Subcontractors**. If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

1.2.8. **Retainage**. Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this Contract may be paid until State's agency head has reviewed the final product of this Contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this Contract.

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

2. **Conditions of Payment.**

2.1. All services provided by Contractor under this Contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Contractor will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law.

3. **Contractor Payment Form Requirement.**

3.1. Contractors making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, are required to complete **Exhibit I-1,** the "Contractor Payment Form", and submit it to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to Contractor to be

withheld. Contractor must submit one copy of this form to State's OCR and one to State's Project Manager, no later than 10 days after receiving a payment from State.

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Direct Labor					
Task	**Principal**	**Historian A**	**Historian B**	**Researcher**	**Total**
Task 1:					
Project Initiation	6	0	0	0	6
Task 2:					
Phase I Architecture-History Investigation	61	16	16	40	133
Task 3					
Plan Development and Submittals	40	0	0	0	40
Task 4					
NRHP Documentation Revisions	26	4.5	0	11	41.5
Total Hours	133	20.5	16	51	220.5
Hourly Rate	$ 150.00	$ 140.00	$ 130.00	$ 95.00	
Total Direct Labor Costs:	$ 19,950.00	$ 2,870.00	$ 2,080.00	$ 4,845.00	$ 29,745.00
Expenses					$ 731.00
Subcontractor - Charlene Roise (Historian)					$ 25,450.00
TOTAL CONTRACT AMOUNT					**$ 55,926.00**

Expenses	**Cost**
Mileage (to be reimbursed in accordance with the Travel Regulations not to exceed):	$ 616.00
Parking Fees	$ 40.00
Photocopies	$ 75.00
Expenses Total	$ 731.00

Subcontractor - Charlene Roise (Historian)	
Task	**Hours**
Task 1: Project Initiation	6
Task 2: Phase I Architecture-History Investigation	50
Task 3: Plan Development and Submittals	40
Task 4: NRHP Documentation Revisions	30
Total Hours	126
Hourly Rate	$ 200.00
Total Direct Labor Costs:	$ 25,200.00
Expenses	**Cost**
Mileage (to be reimbursed in accordance with the Travel Regulations not to exceed):	$ 230.00
Parking Fees	$ 20.00
Expenses Total	$ 250.00
Subcontractor Total	**$ 25,450.00**

MINNESOTA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT RATES FOR TRAVEL EXPENSES

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	$9.00/person
Lunch	(1) (5)	$11.00/person
Dinner	(1) (5)	$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	$16.00/week
Telephone, Personal	(1)	$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed $150.00)).
3. Include receipt or copy of receipt when more than $10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

INVOICE NO._____

Estimated Completion: __% (from Column 6 Progress Report)

Final Invoice? ☐Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order**:
   a. Completed, Signed Invoice Form
   b. Completed, Signed Progress Report Form (if applicable)
   c. Supporting Documentation
   Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.
5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1048714
Contract Expiration Date: October 31, 2023
SP Number: 137-090-005 TH Number: N/A

Billing Period: From _____ to _____
Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	$29,745.00			
2. Direct Expense Costs: (Attach Supporting Documentation)	$731.00			
5. Subcontractor Costs: Charlene Roise - Historian	**$25,450.00**			
Net Earning Totals:	**$55,926.00**			
Total Amount due this invoice:				$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
Total**			

State's 80% Portion: _____
City's 20% Portion: _____

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: Hess, Roise and Company, Ltd.

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).
   ***(Note**: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)*

MnDOT Contract No. 1048714
Contract Expiration Date: October 31, 2023
SP Number: 137-090-005 TH Number: N/A

Billing Period: from _____ to _____
From: Hess, Roise and Company, Ltd.

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
Task 1: Project Initiation	3%					12			
Task 2: Phase I Architecture-History Investigation	53%					**183**			
Task 3: Plan Development and Submittals	23%					80			
Task 4: NRHP Documentation Revisions	21%					**71.5**			
TOTALS:	100%					**346.5**			

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

Exhibit I-1: Contractor Payment Form

State Project Number:	**Payment Reporting Period:** **to**	**Prime Contractor:**
Invoice Number:	**Date Paid by State:**	**Subcontractor:**

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us); State's Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		**(B) Total Contract Amount**	**(C) Committed DBE %**	**(D) Actual DBE % to Date**
Name:				
Address:				
Phone:				

(E) Name of Subcontractor(s)/Supplier(s)	**(F) DBE?** *(indicate)*	**(G) Description of Work**	**(H) Subcontract Amount**
1.		1.	1.
2.		2.	2.
3.		3.	3

(I) Amount of Current Payment	**(J) Date Subcontractor Payment Issued**	**(K) Amount Paid to Date**	**(L) % Paid to Date**	**(M) Final Payment? (Yes or No)**
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.

(N) Company Official's Signature, Title & Contact Info		**(O) Date Signed**	**(P) Name, Title & Contact Info for the Individual Completing the Report**	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:		Phone Number:	Fax Number:

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

(A) **Contractor's Name, Address & Telephone Number**: Enter the Prime Contractor's Information

(B) **Total Contract Amount**: Enter the Total Contract Amount of the contract, as a whole

(C) **Committed DBE %**: Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.

(D) **Actual DBE % To Date**: Enter the DBE percentage that have been met to date.

(E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).

(F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.

(G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.

(H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.

(I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.

(J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.

(K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.

(L) **% Paid to Date**: Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.

(M) **Final Payment**? (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.

(N) **Company Official's Signature and Title**: A company official must sign each Contractor Payment Form submitted – include their title for reference.

(O) **Date Signed**: Enter the date the Contractor Payment Form was signed by the company official.

(P) **Name & Title of Individual Completing the Report**: Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073