

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

State Project Number (SP): 0702-142

Trunk Highway Number (TH): 14

Project Identification: TH 14 Corridor Study

This Contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Mankato acting through its Mankato/North Mankato Area Planning Organization (“Governmental Unit”).

Recitals

1. Minnesota Statutes sections 15.061 and 471.59 authorize State and Governmental Unit to enter into this Contract.
2. State is in need of a corridor study of TH 14.
3. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of State.

Accordingly, the Parties agree as follows:

Contract

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 February 28, 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: Indemnification; State Audits; Government Data Practices; Intellectual Property Rights; and Jurisdiction and Venue.
 - 1.4. **Exhibits:** Exhibits A through B 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 a Lump Sum basis as follows:

Upon Completion Corridor Issues Tech Memo:	\$150,000.00
Upon Completion of Final Report:	\$301,748.04
 - 3.1.2. **Total Obligation.** The total obligation of State for all compensation and reimbursements to the Governmental Unit will be \$451,748.04.

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 B. The Governmental Unit will submit invoices for payment on a schedule as indicated in 3.1.1.
- 3.2.2. **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.
- 3.2.3. **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. 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.
- 3.2.4. **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: | Dan Swanson, Contract Administrator |
| Company: | Minnesota Department of Transportation |
| Address: | 2151 Bassett Drive, Mankato, MN 56001 |
| Telephone Number: | 507-978-0774 |
| E-Mail Address: | Daniel.Swanson@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: Samuel Parker, Project Manager
 Company: Minnesota Department of Transportation
 Address: 2151 Bassett Drive, Mankato, MN 56001
 Telephone Number: 507-508-3232
 E-Mail Address: Samuel.Parker@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor Governmental Unit'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 Governmental Unit's goods or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

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

Name, Title: Mark Konz, Executive Director
 Company: Mankato/North Mankato Area Planning Organization
 Address: 10 Civic Center Plaza, Mankato, MN 56001
 Telephone Number: 507-387-8611
 E-Mail Address: mkonz@mankatomn.gov

5. **Assignment, Amendments; Waiver; Electronic Signatures; Contract Complete**

- 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. **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.
- 5.5. **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.
- 5.6. **Severity Clause.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by law.

6. **Indemnification**

- 6.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the result thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736 governs the State liability and Minnesota Statutes Chapter 466 governs the Governmental Unit liability.
- 6.2. **Claims.** To the extent permitted by law, the Governmental Unit will indemnify and hold harmless the State from any claims or costs from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by the State.

- 6.3. Nothing within this Contract, whether express or implied, will be deemed to create an obligation on the part of State to indemnify, defend, hold harmless, or release the Indemnifying Party. This will extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

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 expiration or termination 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, (or, if the state contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time), 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.
- 8.2. If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request must comply with applicable law.

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. The State grants to the Governmental Unit a non-exclusive, non-transferable, royalty-free license to use any Works for non-commercial purposes, and to disseminate such Works to other public agencies and transportation related organizations for their internal, non-commercial purposes.

10. Jurisdiction and Venue.

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

11. Termination; Suspension

- 11.1. **Termination.** Either party may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party. 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 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:
- i. Use language commonly understood by the public;
 - ii. Write in short and complete sentences;
 - iii. Present information in a format that is easy-to-find and easy-to-understand; and
 - iv. 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) 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:
- i. All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - ii. 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
 - iii. 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. Telecommunications Certification.

- 15.1. By signing this Contract, the Governmental Unit 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 Governmental Unit 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 Governmental Unit will include this certification as a flow down clause in any contract related to this Contract.

16. Title VI/Non-discrimination Assurances.

- 16.1. 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. 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:

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

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: _____

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.**

Scope of Work: US 14 Mankato/North Mankato Scoping and Alternatives Analysis

The Mankato Area has continued to grow since the United States (US) 14 Mankato bypass was completed in 1976, especially with the proliferation of industrial and warehousing operations concentrating along the US 14 corridor since initial construction. MnDOT anticipates needing to make bridge replacements in this corridor in the 2030s due to condition, and this corridor analysis will inform how this corridor should be rebuilt to position the highway and surrounding infrastructure to best support continued growth in the region's future.

The contract is to study the US 14 corridor from Lookout Drive in North Mankato to County State Aid Highway (CSAH) 12 in Mankato. This study will consider additional supportive infrastructure needs along the highway corridor including evaluation of the following aspects along the corridor:

- Need for capacity improvements or other traffic flow improvements
- Identify opportunities to improve bike and ped connections through the corridor,
- Determine the best options for the US 169 interchange; Ramp terminals at Lor Ray Drive and Commerce Drive in North Mankato; and Victory Drive, Raintree Road, and Highway 22 in Mankato

The Governmental Agency will hire a subcontractor, Bolton & Menk, Inc., to aid in completing this project. For the purposes of this scope of work, the Governmental Agency and its subcontractor will be referred to as "Contractor".

Task 1: Project Management

1.1 Project Administration

Project management includes steps necessary for communicating and completing the project tasks on time and within scope and budget. The Contractor must not reassign the project manager or their primary duties without the written consent of the State's project manager. The Contractor's staff must have the training and expertise necessary for the work tasks to which they are assigned. This project will be led by a Project Management Team (PMT) with members from jurisdictions operating intersecting roadways in the scoping corridor. Contractor will:

- a. Provide all meeting agendas at least 1 day prior to meetings and all meeting minutes must be submitted within 3 business days after each meeting.
- b. Prepare monthly invoices and coordinate with Metropolitan Planning Organization (MPO) for payment. Invoices will be accompanied by a progress report form and supporting data for direct expenses.
- c. Maintain a comprehensive action and decision item log from a template provided by the State.
- d. Schedule and facilitate a project kickoff meeting to confirm the basic project objectives, solidifying a work plan, and building consensus on the project requirements.

- e. Hold bi-weekly conference calls with Mankato/North Mankato Area Planning Organization (MAPO) and District 7, and key technical staff as needed, to continue making progress on the project (as needed).
- f. Create and manage a schedule to keep the study moving forward and keep project partners informed of upcoming work.

1.2 (PMT)

The corridor study will be guided by a PMT comprising representatives from State; MAPO, Blue Earth County, City of Mankato, and the City of North Mankato.

The Contractor will lead and facilitate monthly (or as needed) PMT meetings regarding study goals and progress; technical information and analysis, concept development, evaluations, public engagement preparation, and corridor recommendations.

1.3 Partner Input

Partner and jurisdictional efforts shall include, at times determined by PMT:

- a. Two presentations to MAPO Technical Advisory Committee (TAC)
- b. Two presentations to MAPO Policy Board
- c. One presentation each to the City of Mankato, City of North Mankato, and Blue Earth County

At points throughout the study, MAPO and State staff may deliver informational presentations and conduct outreach to stakeholders. Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the study (e.g., design boards, surveys, sign-in sheets, post-engagement summaries, project location maps, graphics of alternatives).

Task 2: Public Involvement and Graphic Design

2.1 Public Involvement Plan

Contractor will facilitate a project kickoff meeting with the MAPO communications and engagement staff, MAPO partner agencies communications and engagement staff, and State's Project Manager to discuss public involvement and communications strategies and tactics. Following the meeting, the Contractor will create a Public Involvement Plan and corresponding timeline.

2.2 Public Open House Meetings and Event Attendance

Contractor will:

- a. Contractor will prepare for and facilitate up to three open houses at times and locations determined by the PMT.
- b. Contractor will prepare for and coordinate attendance at up to three community events (e.g., farmer's market, local celebration, etc.)

- c. Contractor will prepare for and coordinate attendance at up to six targeted focus groups at times determined by the PMT (e.g. freight groups, businesses, bike/ped advocacy group, etc.).
- e. Contractor will be responsible for developing all informational displays, boards, handouts, and presentations for each event (open house, community event, and focus group meeting) to aid in facilitating educational conversations with the public. A meeting summary, including a list of attendees and comments received (both verbal and written) will be distributed electronically within two weeks of each public event. Contractor will coordinate with MAPO communications and engagement staff to promote public events through local newspapers (news release distribution), social media (organic posts and paid/targeted ads), and email blasts.

2.3 Online Engagement

Contractor will host and regularly update a website to serve as the primary source of information for the public to learn about the Study and provide input during the Study (e.g. key messaging, upcoming events, concepts/alternatives, opportunities for input, etc.). Contractor will purchase domain name specific to the Study and work directly with MAPO's communications and engagement staff to develop website copy, Study location map, other graphics and materials to be uploaded to a project website. Visitors to the website should also be able to participate in any surveys that are in progress. Contractor will keep the domain name active and Study website live for one year after the completion of the Study.

2.4 Study Survey

Contractor will prepare and conduct two online surveys: the first to gather input on the corridor issues and opportunities, and the second to gather input on corridor alternatives. The Contractor will develop, facilitate, and provide analysis with a summary of key findings for up to two online surveys.

2.5 Targeted Social Media

Contractor will create social media messaging and graphics for organic posts and corresponding ad campaigns, targeted to specific audiences based on zip codes, demographics, and other appropriate categories. Up to three posts/campaigns with advertising spend.

2.6. Deliverables

Contractor will be responsible for developing all materials required for all meetings, events, and stakeholder interviews associated with the Study (e.g.: display boards, surveys, sign-in sheets, post-engagement event summaries, project location maps, graphics of alternatives/concepts, etc.). Contractor will be required to provide all materials using the following guidelines and requirements:

- a. Adhere to MAPO style standards for all created content (print, digital). No project logos or wordmarks are to be created.
- b. Produce all written materials/collateral in a way that is easy to understand; create maps, graphics and web content in accordance with all State and Federal laws regarding Plain

Language and American with Disabilities Act (ADA) compliance.

- c. 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. Additional guidance can be found at: plainlanguage.gov.
- d. Comply with the State of Minnesota’s Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all documents or exhibits specifically designed to be used by the public. 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. Additional requirements can be found at: www.dot.state.mn.us/ada/accomodation.html

Task 3: Existing Conditions

3.1 Data Collection

Contractor will collect available data from the State and study partners and collect or develop any additional data that is required to accomplish work tasks. The data will be used to develop a base map depicting all existing conditions and will be used to conduct the study analysis and concept alternative development / refinements. At a minimum, the following will be collected from readily available sources (State, City, Local Businesses, etc.):

- a. Development Plans
- b. Digital base maps and parcel data
- c. Zoning, land use, comprehensive, transportation, and other plans
- d. Drainage conditions
- e. Local transportation plans
- f. Local access management plans/studies
- g. Bicycle and Pedestrian master plans
- h. Transit route data
- i. Roadway construction history
- j. Pavement condition
- k. Floodplain elevations and contour maps
- l. Right of way
- m. Typical section data
- n. Crash data for the most recent ten-year period for which data is available.
- o. Other data determined necessary by the PMT

3.2 Turning Movements

The Contractor will be responsible for collecting turning movement data at all intersection ramp terminals within the study's limits. The Contractor will also collect through traffic counts of intersecting roadways. Data must include 48-hour continuous data, with average 24-hour period selected for each intersection. Data must include heavy commercial counts as well as counts for active transportation users. The selected average 24-hour period must be reconciled with the published Annual Average Daily Traffic (AADT)/Heavy Commercial Annual Average Daily Traffic (HCAADT), when available, to ensure data consistency. Consult PMT for further direction should inconsistency be greater than 10% at any observed location.

The contractor will identify constraints, opportunities, and issues in the corridor by analyzing existing multimodal traffic conditions for US 14 and intersecting roadways, including traffic entering and exiting US 14, including the below connections:

- A. US 14, at both western and eastern end of project (Lookout Dr to CSAH 12)
- B. US 14, both directions at the Minnesota River bridge
- C. Lookout Drive
- D. Lor Ray Drive
- E. US 169
- F. Riverfront Drive
- G. Victory Drive
- H. MN 22
- I. CSAH 12

3.3 Existing Conditions Analysis

Deliverables: Contactor shall develop an existing conditions operations analysis to summarize the above findings.

Task 4: Corridor Issues Identification

Using the results from the Existing Conditions, Contractor will identify key multi-modal transportation issues, needs, and potential improvements.

4.1 Development Trends

Contractor will coordinate with the State and study partners to summarize past and predicted development trends to inform future conditions.

4.2 Land Use

Contractor will identify current and future land uses in the area using local plans and aerial photographs, as provided by the responsible government agency. Geographic Information Systems (GIS), plat maps, and property information will be gathered where necessary to identify parcel ownership. Contractor will prepare a map summarizing existing and future land uses.

4.3 Multimodal Trails, Pathways, and Crossings

Contractor will review mapping and other pertinent information of existing and planned State, County, and City trails within and adjacent to the corridor study area. Issues that will be considered when identifying gaps will include pedestrian and bicycle destinations.

Contractor will evaluate the existing facilities to determine if any improvements are justified to improve non-motorized operations and safety. Contractor will develop a map that depicts existing and planned trails, along with proposed new trail connections, potential crossing locations, as well as identified gaps and suggested improvements to existing facilities.

4.4 Transit

Contractor will review existing and future transit needs in the study area for consideration as part of the concept alternative development process. This will include outreach with operating transit entities and County and City staff to understand future plans.

4.5 Public and Stakeholder Engagement

Contractor will summarize engagement efforts and input that has been received through the efforts.

4.6 Safety

Contractor will evaluate the safety of the study corridor by reviewing the frequency and severity of crashes that have occurred in the last ten years at all corridor intersections and along all corridor segments. Data will be provided by the State's District 7 Traffic Office. Crash data is to be reviewed to identify trends (e.g.: time of day, month, lighting, surface condition, and crash diagram type). Crash diagrams will be developed and the average crash rate, critical crash rate, and critical crash rate index will be calculated for all intersections and segments, with comparisons to statewide crash averages for similar intersections and corridors being made. Locations with higher than expected crash rates will be reviewed to determine if there are any site conditions or design issues that may be leading to the higher rates.

For locations that include a pedestrian or bicycle crash, a detailed review of the incident will be conducted to determine if there are design improvements that should be considered immediately.

Contractor will complete a safety summary describing the overall safety conditions along the corridors. A high-level outline of the safety summary is to be incorporated into the Existing Conditions technical memorandum. The complete safety summary will include a more in-depth review of the corridor and intersections and will use mapping and crash diagrams to help convey the frequency, type, and severity of crashes occurring at intersections and along the study corridors.

4.7 Corridor Function and Connecting Roadways

Contractor will evaluate the current corridor function and the function of connecting roadways in an Origin-Destination (O-D) study and analysis; It will consider how the corridor is currently being used by cars, trucks, bicyclists and pedestrians on both the state and local systems.

4.8 Environmental and Cultural Constraints

While an in-depth evaluation of social, economic, and environmental (SEE) resources is not part of this environmental screening, enough inventory and assessment work will be completed to determine which impacts may be potentially significant in examining alternative concepts to carry forward. Contractor will assemble all relevant SEE information and map the data. The base map will graphically depict the potential environmental issues and constraints as well as other critical factors that need to be considered in identifying concept alternatives. Additional information generated by agency and public input will also be added to the base map during the study process.

4.9 Corridor Issues Technical Memorandum

To ensure future corridor improvements are eligible for potential state and federal funding, all environmental screening will be conducted by the Contractor to conform to state and federal rules and guidelines. The Contractor will incorporate the findings from this analysis into an overall Existing Conditions technical memorandum documenting all the Existing Conditions data collected and analyzed.

Deliverables: The Contractor will develop a technical memorandum summarizing the key corridor issues and opportunities. This will include necessary appendices. The Existing Conditions report will provide the background information necessary to proceed in identifying issues, constraints, and opportunities. This task will involve assembling a wide range of data sets.

Task 5: Purpose and Need

5.1 Purpose and Need Statement

Contractor will prepare a Purpose and Need Statement (PNS)(<http://www.dot.state.mn.us/project-development/subject-guidance/purpose-need-statement/process.html>). The PNS will take into consideration the information gathered in the recent crash history analysis and build on federal purpose and need guidelines, including but not limited to:

- a. Project history/status
- b. System linkage
- c. System deficiencies
- d. Capacity needs
- e. Transportation, social, and economic demands

- f. Modal interrelationships
- g. Safety
- h. Instructure Conditions (e.g., pavement, structures, retaining walls, etc.)

The draft PNS will be reviewed by the PMT and revised based on feedback. Contractor will present the revised draft PNS to the PMT for approval.

Deliverables: Contractor will prepare a technical memorandum for the Purpose and Need Statement by referencing all key needs and data sets.

Task 6: Intersection Control Evaluations (ICE)

6.1 Contractor will prepare full ICE for the following intersections:

- a. TH 14 and Victory Drive
- b. TH 14 and Lor Ray Drive
- c. TH 14 and TH 169
- d. TH 14 and TH 22
- e. Victory Drive and Raintree Road
- f. Lor Ray Drive and Commerce Drive

ICEs will evaluate existing operations, as well as incorporate the future intersection operations and safety analyses done as part of Task 4 to determine the most appropriate long-term intersection control type for each intersection. Potential intersection control options include a No-Build alternative, signalization, roundabout control, or alternative designs (e.g.: addition of turn lane(s), conversion to Restricted Crossing U-TURN (RCUT), $\frac{3}{4}$ Right-In/Right-Out, or closure). The ICE memos will consider a minimum of two alternatives and will also provide full benefit-cost analysis for all considered alternatives. Enough alternatives must be considered to address any future deficiencies identified in Task 6.

Additionally, ICE memos should offer short-, mid-, and long-term recommendations for improvements to address identified deficiencies, as well as to improve intersection safety and operations, while aligning with the study vision and goals, defined in Task 4. All recommended improvements, as well as the associated time horizons and costs, are to be summarized in an ICE Improvements Summary technical memorandum.

Deliverables: ICE reports for all above intersections on TH 14 and an ICE Improvements Summary technical memorandum.

Task 7: Traffic Simulation

7.1 No Build Analysis

The Contractor will project traffic volumes under 2050 traffic conditions to understand future issues that could develop under changing travel characteristics in the study area and will assume no improvements to the corridors beyond those already programmed in the current State Transportation Improvement Program (STIP), or those budgeted for by the local partners. Traffic projections will be based on:

Historical growth in AADT, County factors, and expected development/growth in the area, using input from local City and State staff as a basis for growth estimates. In this process we will forecast the location and extent of future residential, commercial, and industrial development in the area. The Contractor will then use data from the Institute of Transportation Engineers to estimate changes in daily and peak hour traffic volumes on study area roadways.

Historic traffic patterns as a reasonableness check to traffic projections. If our traffic projections greatly vary from historic patterns, we will work with stakeholders to finalize traffic projections that will be used for future conditions analysis.

Using Highway Capacity Manual (HCM) methodology, and the traffic projection methodology detailed below, the Contractor is to establish future peak hour (AM and PM) traffic demands (volumes, corresponding Level of Service (LOS), and queuing) at all US 14 intersections. Additionally, the Contractor is to determine future demand and LOS along all study corridors.

Analysis should include intersection and corridor capacity analyses to help identify potential needs to be addressed by the study, as well as future highway improvement projects. For evaluation purposes, LOS D or worse should be considered deficient.

7.2 Vissim Model Development and Calibration

Contractor will develop Vissim traffic simulation models for the entire project area. This analysis will include roundabout calibration to the HCM 6th Edition, and will utilize optimized traffic signal timing for the modeled traffic volumes.

7.3 Traffic Operations and Capacity Analysis

Contractor will evaluate traffic operations for all intersections and segments in the project study area, based on Vissim simulation results. Traffic operations results will be presented in terms of delay per vehicle, queuing, travel times and associated level of service, based on delay thresholds prescribed in the HCM. This analysis will help determine if the capacity of the corridor in its existing condition is sufficient to carry future traffic volumes.

Deliverables: Future Conditions (No-Build) report with maps and graphic tables displaying future demand information, as well as future needs (e.g.: capacity deficiencies, satisfied signal warrants, etc.) are to be provided by the Contractor. Contractor will develop 3D visualizations using Vissim microsimulation software to use during engagement efforts.

Task 8: Evaluation Criteria and Alternatives Analysis

8.1 Evaluation Criteria

The Contractor will work with the PMT to establish evaluation criteria. It is anticipated that environmental, economic, social, and transportation performance factors (e.g., wetland impacts, level-of-service, multimodal connectivity, access management, safety, benefic-cost ratio) will be used to evaluate the concept alternatives.

The results of the evaluation process will be presented in a matrix, organized so stakeholders can discern the relationship between study goals and the measurable criteria used to evaluate concepts.

8.2 Alternatives Development

Upon completion of 7.1, Contractor will develop corridor improvement concepts based upon identified issues. At this point in the concept development process numerous alternatives will be reviewed. The preliminary multimodal corridor concepts will be screened prior to laying out plan view layouts. The Contractor's conceptual alignment layouts will be prepared consistent with National Environmental Policy Act (NEPA) guidelines (i.e., first seek to avoid, then minimize, then mitigate). In addition, order of magnitude cost estimates will be prepared.

Each concept layout may have sub alternatives showing variable configurations. This will include multimodal connectivity considerations and transit alternatives. Consideration of potential multimodal tactics will include grade separated alternatives such as a pedestrian bridge or tunnel and at-grade alternatives such as signage, pavement markings, pedestrian signals, and/or geometric modifications to the intersections, where appropriate.

Up to 10 alternatives will be developed specifically for the US 14/US169 interchange.

The concept layouts will document each alignment's relationship to existing roadways, wetlands, floodplains, waterways/ditches, major utilities, buildings, and other known features. The layouts will identify horizontal alignments (design speed, sight distance, and superelevation), vertical alignments (stopping sight distance on crest curves, drainage issues on sag curves), typical cross sections, stormwater Best Management Practices (BMPs), utilities, and right-of-way width in accordance with State's specifications.

Contractor will seek input on the conceptual layouts from resource agencies and the State and compile these comments for consideration by the PMT. An element of the refined concepts will be identifying construction limits on the drawings.

Upon completion of the study, the Contractor will provide the State all Computed Aided Design (CAD) files developed for each alternative.

8.3 Alternatives Analysis

The Contractor will develop an alternatives analysis element to measure comparative impacts of various alternatives. The element shall include consideration for each alternative:

- a. Predication of crashes, number and rate, including severity
- b. Benefit-cost analysis of alternatives consistent with MnDOT's guidance -
<https://www.dot.state.mn.us/planning/program/benefitcost.html>
- c. Highway Safety Manual (HSM) analysis
- d. VISSIM analyses throughout the study limits, including LOS and 95th percentile queue analysis
- e. Conformance with State's traffic demand model to inform necessary emissions offsets

for alternatives which add capacity to the highway.

Potential context sensitive solutions will be developed and prioritized by the Contractor, taking into consideration recommendations from previous planning efforts (where appropriate). Any solutions that could be immediately deployed (e.g.: added markings or signing) are to be brought to the attention of the PMT by the Contractor, as soon as is reasonable, for consideration by the PMT.

Contractor will compile impact assessment results. The results of the evaluation process will be presented in a matrix, organized so stakeholders can discern the differences between the alternatives.

After review by the PMT, data will be generalized into a “good, fair, or poor” format or a similar scale for public review. Similarly, for public review, Contractor will further summarize findings with an advantage/ disadvantage chart.

The evaluation process, the evaluation matrices, and the draft ranking of concepts will be presented to the PMT for comment and refinement before presenting to resource agencies, and the public for comments.

Task 9: Final Report

9.1 Final Report

The draft and final reports will document the study process, assumptions and methodology, analysis, findings, recommendations, and public involvement efforts. The technical memorandums produced throughout the corridor study process will be synthesized into one seamless final study report. Specific elements that will be incorporated into the draft and final reports including but not limited to:

- a. An executive summary (to be used as a stand-alone document)
- b. Existing and Future Issues identification
- c. Corridor Issues Identification Technical Memorandum
- e. Purpose and need statement
- f. Alternative Development and Assessment Technical Memorandum
- g. Intersection Control Evaluation Technical Memorandums
- g. Public and agency involvement activities and documentation
- h. All other supporting data as appendices

The Contractor will distribute electronic copies of the draft report and seek PMT comments after the Contractor has thoroughly reviewed the draft report. The Contractor is also responsible for providing the electronic version of the full, final, report as well as the executive summary for MnDOT to post to the project website. All documents will be provided to the PMT for further distribution.

Deliverables: One electronic copy (PDF) of the full final plan and one hardbound copy to the city, county, state, and MAPO.

Items Provided by the State

The State will provide the following items. Some items must be provided at notice to proceed. Other items are developed as the project progresses. The Contractor is responsible for requesting the needed information when it is available during the project development.

- a. Project limits
- b. Right-of-way information
- c. Traffic data and available traffic analyses/studies
 - i. MnDOT Traffic Engineering Manual
 - ii. Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD)
 - iii. State Streetlight license

Proposed Study Area:



State and Federal Compliance

As an MPO, MAPO is a recipient of funds via State and Federal sources. All MAPO planning products, including this one, must be compliant with various requirements outlined in MAPO's planning grant agreements with the State and Federal governments including fair labor standards/practices, government data practices, and transparency. All work products associated with this study will abide by these requirements.

Project Deliverables & Work Components

Deliverables and work components of the Study shall include:

- a. Purpose and Needs Document
- b. Project-specific Public Involvement Plan (PIP)
- c. Public Comment Log
- d. Public engagement materials
- e. Existing Conditions Analysis
- f. Traffic Analysis
- g. Issues and Opportunities Analysis
- h. Intersection Control Evaluations
- i. Alternative Development
- j. Alternative Evaluation
- k. Recommendations
- l. Implementation Plan
- m. Final report

Delivery

After approval and acceptance of the Study by the PMT, the Contractor will prepare and present a complete and approved Highway 14 (Lookout to CSAH 12) Corridor Study. This will include:

- a. A comprehensive record of steps performed, data collected, and analysis conducted.
- b. Final Corridor Study
- c. Executive Summary
- d. Copies and ownership/use rights of data and materials compiled and developed over the course of the study including presentations, stakeholder contact information, maps, logos, photos, project website/public engagement analytics, and graphical elements. These materials shall be delivered to MAPO in digital format.
- e. All documents/deliverables must be converted to the highest level of possible accessibility. This includes readability of PDF documents by a read aloud function.
- f. In the enduring eventuality that a member of the public requests a translated document, the Consultant will supply an electronic copy of such document in the language(s) requested.

Additional Requirements & Contract Schedule/Duration

In addition to addressing the above services for the project, the Consultant is also expected to:

- a. Clearly communicate in a responsive manner and coordinate with the MAPO staff and local partners.
- b. Provide regular project updates via attendance to meetings as needed and/or electronic submission of progress reports as directed.
- c. Promptly report any unforeseen delays or circumstances as they arise.
- d. Contract work is anticipated to start by **March 2026**.
- e. The Study should be completed by **December 2027**.

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INVOICE NO. _____

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Governmental Unit must:

1. Complete the invoice in its entirety and sign it
2. Attach supporting documentation, if applicable
3. Scan the entire invoice package*, **in the following order**:
 - a. Completed, Signed Invoice Form
 - b. Supporting Documentation (if applicable)

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size

4. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1062549
 Contract Expiration Date: February 28, 2027
 SP Number: 0702-142 TH Number: 14

Billing Period: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Upon completion of the Existing Conditions Report	\$150,000.00			
2. Upon completion of the Final Report	\$301,748.04			
Net Earning Totals:	\$451,748.04			
Total Amount due this invoice:				\$

Governmental Unit: 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:

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

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: _____

Signature: _____

Print Name: _____

Title: _____