



REQUEST FOR PROPOSAL

PROFESSIONAL DESIGN SERVICES FOR

3rd and 4th Avenues NW –

Civic Center Drive NW to West Center Street

CITY PROJECT NO. J8920

August 28, 2026

PROPOSALS DUE BY 5 P.M. CENTRAL TIME, SEPTEMBER 29, 2026

*A “Qualification-based selection” method will be used to review proposals submitted in response to this Request for Proposal (RFP). Responses to the RFP will be public information under the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Project Overview

In this Request for Proposals (RFP), the City of Rochester (City) and Destination Medical Center (DMC) are soliciting proposals from qualified Consulting Firms to perform professional design services for the Reconstruction of 3rd and 4th Avenue NW from Civic Center Drive to Center Street W and adjacent side connections to be known as Central Loop at 3rd and 4th Avenues. The specific services requested in this RFP are detailed in the Scope of Work. A project location map is provided as an attachment to this RFP as Attachment A.

Notes:

1. Proposer's submittal must indicate services for each and all tasks they intend to provide. The proposer may utilize sub-consultants to supplement its expertise and capabilities. The proposer must clearly indicate which tasks and services they will and will not complete.
2. Licenses and Permits: The Consultant and any subconsultants must procure and keep current any and all licenses, permits or certificates which are or may be required by properly constituted authorities for the performance of the services under this contract.
3. Central Loop at 3rd and 4th Avenues project is a joint effort between the City and DMC. Mayo Clinic is required to upgrade sanitary sewer to support their new hospital, referred to as Public Infrastructure Improvements – Package D. The improvements made with Package D will need to be coordinated with City improvements occurring in the same corridor. Package D work overlaps block numbers 17, 23, and 45B. Block numbers are provided on the project location map as an attachment to this RFP. Consultants will be required to work closely with the City, DMC, Mayo Clinic, and Mayo Clinic Design Consultants.
4. All documents prepared for this project that could be posted on the City website are required to meet WCAG 2.1 Level AA.

Failure to follow these instructions and requirements may result in the proposal being rejected or not rated. The City is not responsible for any costs incurred by prospective Proposers in the preparation and presentation of their proposals.

Project Background

The City of Rochester, in partnership with Destination Medical Center (DMC) and Mayo Clinic, is undertaking approximately \$38 million in coordinated downtown infrastructure and public-realm improvements over the coming years. Central Loop at 3rd and 4th Avenues is one of the key projects identified.

To accommodate Mayo Clinic's new clinical building expansions, the City vacated portions of 3rd and 4th Avenues between 2nd Street SW and West Center Street. These previously continuous one-way arterials now terminate at West Center Street and the future drop-off loop for the Waterman Building.

The design envisioned will establish a welcoming arrival and departure corridor connecting Civic Center Drive to Mayo Clinic's new Waterman Building. The reconstructed 3rd and 4th Avenues NW must support multimodal travel demands and incorporate enhanced streetscaping, landscaping, pedestrian amenities, and consider dedicated bicycle facilities.

In addition to surface improvements, significant public utility upgrades are required. Watermain, storm sewer, and sanitary sewer systems will generally be replaced. Selective abandonment and upsizing of the utilities will occur within the corridor. Stormwater management facilities will also be constructed to meet City stormwater discharge and water-quality standards. Signal replacements are anticipated at the intersections of 2nd Street NW with 3rd Avenue NW and 4th Avenue NW. Signal replacements are also planned at West Center Street but are not in this contract's scope of work. Overhead power is expected to remain overhead. Maps of anticipated utility replacements and abandonment are included as Attachment B to the RFP.

This corridor is identified as a Tier 1 pedestrian and streetscaping priority within the City's Enhanced Public Realm Plan, emphasizing its importance as a high-quality, walkable, and visually cohesive downtown route.

Project funding will be provided primarily through DMC funds, with the exception of sanitary sewer replacement along 2nd Street NW, which will be locally funded through utility reserves.

Anticipated Project Schedule and Milestones

September 29, 2026 – Proposal Due

September 2026 - Proposal Scoring (Interviews if required)

October 2026 – Anticipated Contract Award

January 29, 2027 - 30% Plans

April 30, 2027 - 60% Plans

October 29, 2027 - 100% Plans

April 2028 - Construction Begins

Scope of Work

The general scope of work for this project includes project management, public engagement, data collection and analysis, preliminary and final design, utility coordination, regulatory compliance, and preparation of bid documents. Additional detail for anticipated scope items is defined in the tasks below. The Consultant's proposal must identify all tasks they will complete and note any tasks they will not perform.

Task 1 - Project Management and General Meetings

1.1 Project Management.

Perform general project administrative duties including supervision and coordination of the project team, review project costs and billings, prepare invoices using Consultant's standard forms, preparation of monthly status reports, and general administrative activities.

1.2 General Meetings

Conduct a design kickoff meeting, utility coordination meetings, bi-weekly Project Management Team (PMT) meetings with City of Rochester and DMC staff, bi-weekly project coordination meeting with Mayo Staff and their consultants.

1.3 Street Geometry Workshop

Consulting Firm will conduct a workshop with City Staff to discuss geometry requirements and needs, including number of vehicle lanes and layouts, and pedestrian and bicycle usage.

1.4 Public Realm Workshop

Consulting Firm will develop recommendations for potential aesthetic treatments for the corridor based on the City's completed Public Realm Plan. It is anticipated that the aesthetics used in the corridor will be designed in a way to enhance the pedestrian areas, and may include but not limited to landscaping, seating, tables, and shade through natural cover and/or permanent fixtures.

1.5 Project Construction Staging Meeting

The Consultant should anticipate a minimum of five (5) meetings to discuss project construction staging and access management with adjacent properties and external stakeholders.

Task 2 - Public Engagement and Agency Involvement

The Consultant is responsible for leading public engagement efforts and coordination with regulatory agencies.

Includes, but is not limited to: Planning and coordinating neighborhood meeting/open house; preparing materials and making presentations; and preparing summary of comments and concerns.

2.1 Public Engagement

The Consultant will plan, schedule, and facilitate neighborhood meetings, stakeholder meetings, open houses, DMCC and City Council presentations, anticipating up to two (2) open houses, four (4) neighborhood meetings, and four (4) stakeholder or Council-related meetings. The Consultant will prepare all necessary outreach and presentation materials, including graphics, exhibits, handouts, PowerPoints, and online survey content when appropriate. This includes coordinating and reserving meeting facilities, staffing events, managing attendance records, preparing meeting summaries, and compiling public comments and themes to inform project refinement. The Consultant will lead all meetings, re-use project graphics when feasible, and provide clear, organized documentation of public input for City review.

2.2 Public Agency Involvement

The Consultant shall coordinate the project with public utilities and applicable State and local agencies to ensure the design can be advanced and approved according to schedule. This includes arranging and preparing for regulatory review meetings, contacting agencies to verify code interpretations and design requirements, preparing agendas and meeting

materials, documenting discussions in meeting minutes. The Consultant should anticipate up to five (5) regulatory meetings for this project.

Task 3 – Design

3.1 Topographical and Boundary Survey

The Consultant shall conduct a topographic survey extending at least 5 feet beyond the right-of-way limits of all streets scheduled for reconstruction and at least 50 feet beyond the start/end points of proposed improvements. The survey shall include all visible surface features, marked utilities, finished floor elevations, and lowest opening elevations where required.

The Consultant is responsible for completing full manhole inventories for all sanitary and storm structures located within the project limits, as well as the upstream and downstream manholes. Manhole assessments shall be conducted during off-peak hours or on weekends to minimize traffic impacts.

The Consultant shall review available record drawings and existing utility maps to support preparation of the existing conditions survey and ensure comprehensive data collection.

The Consultant shall complete a boundary survey for the project area, including research and establishing all right-of-way limits within the project limits. Review all relevant record drawings, including plats, right-of-way documents, easements, previous surveys, and other public records.

3.2 Coordination of Geotechnical Investigation and Environmental Site Assessment

The Consultant shall coordinate all activities associated with the geotechnical investigation and Phase I Environmental Site Assessment (ESA). This work includes determining appropriate soil boring locations, assuming one boring per block unless otherwise directed, and managing a qualified geotechnical firm as a sub-consultant. The sub-consultant will conduct field reconnaissance and complete soil borings necessary for the design of the roadway and stormwater management facilities, including identification of bedrock depths and evaluation of soil suitability for supporting proposed utilities. They will provide pavement design recommendations for both rigid and flexible pavement and prepare a comprehensive geotechnical report outlining pavement alternatives and evaluating soil conditions, including infiltration rates, depth to groundwater, depth to bedrock, and overall suitability for stormwater infiltration practices.

3.3 Preliminary Utility Design and Relocation Meetings

The Consultant shall develop preliminary utility layouts and lead a utility design meeting to verify existing utility locations within the project corridor and identify potential conflicts. The Consultant will coordinate any required relocations with affected private utilities (gas, telecom, electric, Mayo Clinic, etc.).

3.4 Lighting, Landscaping, and Streetscaping Design

The Consultant shall prepare landscaping, hardscaping, and streetscaping concepts for the project corridor that align with the City of Rochester's Plan for Enhanced Public Realm Delivery and City design guidelines for the DMC district. This work includes developing preliminary layout concepts for plantings, streetscape furnishings, boulevard treatments, and other public-realm elements that enhance corridor aesthetics and support community character. The Consultant shall also prepare lighting design in accordance with the City of Rochester Lighting Design Guide, spacing, and illumination levels to support pedestrian safety, roadway visibility, and overall streetscape cohesion. A preliminary concept shall be prepared and delivered with the 30% plan for review by the City and DMC for refinement prior to final design.

3.5 Geometric Layout

The Consultant shall develop and evaluate up to three (3) alternative geometric layouts that align with the City of Rochester's Complete Streets policy. Each alternative will consider roadway, bicycle, and pedestrian needs, along with constraints related to available right-of-way and existing or proposed utilities. The Consultant shall prepare typical sections and supporting figures to illustrate the proposed construction concepts, including sidewalk geometry and relevant site plan elements, for City and DMC review and comment.

3.6 Traffic Data Collection, Modeling and Analysis.

The Consultant shall perform all tasks necessary to collect, model, and analyze traffic conditions within the project study area to support roadway design and evaluate operational needs. This work includes coordinating and conducting traffic data collection efforts such as turning movement counts, segment counts, pedestrian and bicycle counts, and heavy vehicle percentages at locations identified by the City. The Consultant shall review historical traffic data, previous studies, and available regional traffic information to ensure a comprehensive understanding of existing conditions.

Using the collected data, the Consultant shall develop traffic models appropriate for the scale of the project, including peak hour analysis, intersection capacity analysis, and

corridor operational modeling. The Consultant will assess existing traffic operations, identify safety or congestion issues, and evaluate future conditions based on anticipated growth, planned developments, and proposed design alternatives. The Consultant shall provide clear documentation of methodologies, assumptions, and results, including level-of-service summaries, queue length estimates, delay calculations, and identification of recommended improvements.

All findings and recommendations shall be summarized in a Technical Memorandum and Intersection Control Evaluation Reports for City review. Report should consider conversion of one-way streets back to two-way streets.

3.7 Intersection Plans and Traffic Signals

Traffic Signal replacement is anticipated at the intersections of 4th Avenue and 2nd Street NW and 3rd Avenue NW and 2nd Street NW with this project. The Consultant shall coordinate traffic signal design with City Traffic Engineer. Signal layout should consider safety, all modes, and ADA requirements. Final deliverable includes traffic signal plan sheets including but not limited to conduit and cable routing, pedestrian push buttons and APS locations, cabinet locations, security cameras, phasing diagrams, interconnect details, emergency vehicle pre-emption, power service connection and project quantities.

3.8 Preliminary Sanitary Sewer, Storm Sewer, and Watermain Layouts

Prepare sanitary sewer, storm sewer and watermain layouts consistent with City of Rochester Engineering Standards and 10 State Standards. Identify potential conflicts with in-place utilities and tunnels and construction challenges with bedrock.

3.9 Final Sanitary Sewer, Storm Sewer, and Watermain Construction Plans

Advance design of sanitary sewer, storm sewer and watermain consistent with City of Rochester Engineering Standards and 10 State Standards. Prepare plan and profile sheets for all utilities. Create tabulations for existing and proposed utilities consistent with state aid standards.

3.10 Hydrologic and Hydraulic Analysis

Perform an analysis and prepare a report that meets the requirements of 1005 Stormwater Management in the City of Rochester's Engineering Standards.

3.11 30% Preliminary Design, Cost Estimate and Review

The Consultant shall prepare preliminary civil design plans in accordance with state aid standards. Preliminary plans shall be developed to a level of detail sufficient to define geometrics, vertical and horizontal alignments, typical sections, utility layouts, drainage

concepts, traffic signals, cross sections, lighting concept, and palette for streetscaping and landscaping identified.

The anticipated plan sheets for the 30% deliverable include:

Title Sheet, Legend, Existing Conditions, Removals, Typical Sections, Statement of Estimated, Geometric Layout, Utility Layouts, Intersection Sheets, and Cross Sections and a concept plan for enhanced public realm including intended material palette, streetscaping elements, and landscaping.

3.12 Final Design

Building upon the preliminary design phase (30% plans), the Consultant shall advance all civil, utility, signals and electrical, streetscape, and related design components to final construction ready documents. The final design will incorporate feedback from the City of Rochester, DMC, utilities, and other relevant partners, ensuring all plans meet applicable City standards and project objectives. Additional review sets and Engineer's Estimate should be provided to the City and DMC for review at 60% and 90% for comment.

The anticipated plan sheets for the 60% deliverable include:

Title Sheet, Legend, Tabulations, Existing Conditions, Construction Notes, Removals, Typical Sections, Statement of Estimated, Geometric Layout, Alignment/Location Plan, Details, SWPPP, Sanitary and Watermain Plan and Profile Sheets, Street and Storm Plan and Profile Sheets, Intersection Sheets, Signing and Striping Plans, Signal Plans, Lighting Plans, Landscaping, Turf Establishment and Streetscaping Plans, Construction Staging Plans and Cross Sections.

The anticipated plan sheets for the 90% deliverable include:

Title Sheet, Legend, Tabulations, Existing Conditions, Construction Notes, Removals, Typical Sections, Statement of Estimated, Geometric Layout, Alignment/Location Plan, Details, SWPPP, Sanitary and Watermain Plan and Profile Sheets, Street and Storm Plan and Profile Sheets, Intersection Sheets, Concrete Paving Plan, Signing and Striping Plans, Signal Plans, Lighting Plans, Landscaping, Turf Establishment and Streetscaping Plans, Construction Staging Plans and Cross Sections.

Furnish copies of final plans in PDF and DWG as applicable for each deliverable. The AutoCAD format for this project will be City of Rochester template.

3.13 Specifications and Bid Documents

The Consultant shall prepare project specifications and bid documents in accordance with MnDOT State Aid and City of Rochester standards and any additional requirements

associated with the project's funding sources. The City will provide a template for the project proposal, which the Consultant will assemble and complete, including Division S special provisions and all necessary construction notes. Up to four (4) separate bid packages may be required, including an early bid set coordinated with Mayo Clinic's Public Package D Infrastructure Improvement Project and additional bid packages for materials and labor. Furnish copies of final specifications in MS Word and PDF as applicable for each deliverable.

3.14 Project Permitting

The Consultant should prepare permit applications on behalf of the City of Rochester. This includes MPCA, MDH, and Construction Stormwater Permit.

3.15 Bidding Assistance

Assist the City in responding to contractor's questions and preparing Addendums. Following contract execution, provide a conformed set of plans and specifications for construction.

3.16 Snow Melt System

This project will impact existing snow melt systems along the east side of the Mayo's Graham Parking Ramp and the west side of Mayo's Charlton Building. The Consultant should coordinate replacement of the snow melt systems with Mayo Clinic Facilities Staff. Plans should include development of the system layout, design details, performance criteria, and identification of appropriate heat sources and controls for a complete snow melt system. Consultant will also be responsible for providing exhibits to be used by Mayo to apply for revocable permits.

Scope Exclusions

The following services are excluded from the proposal scope and may be completed by Consulting Firm or a sub-consultant under a future Agreement:

1. Phase 2 Environmental Site Assessment
2. Land Acquisition for temporary or permanent easement or right of way.

RFP Targeted Business and Workforce Participation Goals

This contract is required to meet 15.01% targeted business goal and 15%/9% people of color and women workforce participation goal, respectively. Refer to City of Rochester Professional Services Compliance Requirements attached as Attachment C to this RFP.

RFP Submittal Requirements

Proposals should be submitted electronically to:

Amy Kreofsky, P.E, Assistant City Engineer

akreofsky@rochestermn.gov

Proposals shall be received no later than 5 P.M. on September 29, 2026.

Questions regarding this RFP should be emailed to Amy Kreofsky and received no later than September 24, 2026.

Proposal must be submitted as WCAG 2.1 Level AA PDF document. Proposers must not include any cost information within the body of the technical proposal. Failure to follow any of the above may result in the proposal being considered non-responsive.

Proposals shall include the following and be limited to a maximum of twenty (20) pages:

- Signed RFP cover page.
- Project approach. In this section the consultant should describe their approach to the project and their expertise in providing these particular services.
- The name of the person that will be Project Manager, responsible for the management and administration of the project and the names of any key staff members and/or subcontractors whose efforts will consume a substantial portion of the project budget. Short bios may be provided.
- Breakdown of project by tasks. For each task, identify specific staff to be involved, number of hours for each person, and deliverables. A timeline for the tasks with dates should be provided.
- Costs. Total estimated cost not-to-exceed should be provided with a breakdown of costs for each task. Hourly rates for personnel involved and estimated expenses should be shown. Estimated cost for 2nd Street NW sanitary replacement and associated street replacement should be separated from the overall project. **(Costs should be submitted in a separate file from the Proposal)**
- References. Provide reference contact information for similar projects completed by the consultant's proposed project manager.
- Anticipated Project Targeted Business Goals and Workforce Participation Goals. If goals will not be achieved with the project, submit Participation Waiver/Reduction Request Form COR-9 and Good Faith Effort Documentation Form COR-5 as a separate file with proposal.

The City or DMC shall not be liable for any expenses incurred by the proposer, including but not limited to, expenses associated with the preparation of the proposal.

Prospective proposers should thoroughly read the general conditions and special conditions attached as Attachment D hereto. The proposer to whom the contract is awarded shall be required to comply with the terms and conditions contained therein.

EVALUATION CRITERIA FOR RFP

Proposals will be evaluated by City and DMC staff using, but not necessarily limited to, the following criteria:

- Qualifications/experience of the personnel working on the project (40%).
- Understanding of the project objectives (20%).
- Work plan/schedule (20%).
- Cost (20%).

OWNERSHIP OF PROPOSALS

All material submitted in response to this RFP will become property of the City and will become public record after an evaluation process is completed and an award decision made, in accordance with Minnesota Statutes §13.591. Pursuant to the Statute, completion of the evaluation process occurs when the City has completed negotiating the contract with the successful responder.

If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, MN. Stat. 13.37, the Proposer must:

Clearly mark all trade secret materials in its response at the time the response is submitted.

Include a statement with its response justifying the trade secret designation for each item.

Defend any action seeking release of the materials it believes to be trade secret and indemnify and hold harmless the City of Rochester, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City award of a contract. In submitting a response to this RFP, the Proposer agrees that this Indemnification survives as long as the trade secret materials are in possession of the

City. The City is required to keep all the basic documents related to its contracts, including responses to RFPs for a minimum of two years. Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is awarded.

The City will not consider the prices submitted by the responder to be proprietary or trade secret materials.

The determination of whether materials constitute trade secrets pursuant to MN. Stat. 13.37 shall be subject to the discretion of the City.

ATTACHMENTS

Attachment A - Project Location Map Overall

Attachment B – Anticipated Underground Utility Improvement Maps

Attachment C – City of Rochester Professional Services Compliance Requirements and Forms

Attachment D - Contract General Conditions and Special Conditions



J8920 Project Area



1 inch equals 200 feet

Underground Utility Improvements - J8920

Map Created: 8/28/2026



WATER

- NO REPLACEMENT PROPOSED
- REPLACE
- BY OTHERS

— Existing Water Mains



1 inch equals 200 feet

Underground Utility Improvements - J8920

Map Created: 8/28/2026





1 inch equals 200 feet

Underground Utility Improvements - J8920

Map Created: 8/28/2026



STORM

..... NO REPLACEMENT PROPOSED

..... REPLACE

— Existing Storm Pipe

Attachment C

CITY OF ROCHESTER PROFESSIONAL SERVICES COMPLIANCE REQUIREMENTS

1. PROFESSIONAL SERVICES COMPLIANCE REQUIREMENTS

1.1 Definitions

For purposes of these compliance requirements, the following definitions apply:

Proposer: A firm or entity submitting a proposal in response to the solicitation. Upon contract award, the selected Proposer becomes the Prime Consultant.

Prime Consultant: The firm or entity contracting directly with the City of Rochester to provide professional services under the agreement.

Subconsultant: Any consultant, professional service provider, or other firm retained by the Prime Consultant to perform a portion of the professional services required under the contract.

Targeted Business (TB): A business certified as a Disadvantaged or Targeted Business Enterprise through one of the following programs:

- Minnesota Unified Certification Program (MnUCP)
- Minnesota Department of Administration Targeted Group/Economically Disadvantaged (TG/ED) Program, or
- The City of Saint Paul Central Certification (CERT) Program

Relative Availability: The methodology used by the City to establish a Targeted Business participation goal by comparing the number of certified Targeted Businesses available to perform the anticipated professional services with the total number of businesses capable of performing those services within the applicable geographic market.

Workforce Participation: The representation of women and people of color within the workforce performing professional services under the contract, where Workforce Participation requirements have been established.

1.2 Applicability

These requirements apply only where one or more compliance requirements have been established in the solicitation or contract documents.

Applicability is determined based on the funding source, project type, and specific contract provisions.

Where a compliance requirement is not included in the contract, that requirement shall not apply.

The City of Rochester Compliance Team, in coordination with the Project Manager, will monitor compliance with applicable professional services compliance requirements for the contract.

1.3 Compliance System Onboarding Requirement

Prior to the commencement of professional services, the Prime Consultant shall ensure that the project and all applicable subconsultants are registered and active in the City's designated compliance reporting system.

The Prime Consultant is responsible for coordinating with the City to complete onboarding and to ensure all applicable subconsultants are properly established to submit required reports.

The Prime Consultant and applicable subconsultants shall not begin professional services subject to compliance reporting until the required system access and reporting capability have been established, unless otherwise authorized in writing by the City.

For onboarding coordination and system access, contact the City of Rochester Compliance Team at: workforcecompliance@rochestermn.gov

1.4 Compliance Forms and Submission Requirements

The Appendix – Compliance Requirements and Forms is incorporated into the contract and shall be used by the Prime Consultant and all applicable subconsultants to demonstrate compliance with these requirements.

The Prime Consultant is responsible for completing and submitting all required forms in accordance with the timelines and requirements identified in the Appendix.

The Prime Consultant shall incorporate all applicable compliance requirements into agreements with subconsultants performing professional services under the contract.

Failure to submit required forms or provide complete and accurate information may result in a determination of non-compliance and may lead to enforcement actions in accordance with the contract.

Where specific submission deadlines are not otherwise identified, the City may establish administrative reporting timelines to support compliance monitoring. Such timelines do not modify contractual obligations but provide coordination guidance.

1.5 Record Retention

The Prime Consultant must maintain all records necessary to demonstrate compliance with the applicable requirements of this contract for a minimum period of six (6) years after final contract payment.

Supporting records may include:

- Targeted Business participation documentation
- Good Faith Efforts documentation
- Workforce Participation reports
- Subconsultant agreements
- Payment records
- Correspondence related to compliance requirements

These records shall be made available to the City upon request.

2. BUSINESS PARTICIPATION REQUIREMENTS

2.1 Program Overview

This section applies only where a Targeted Business participation goal has been established in the solicitation or contract.

Where no Targeted Business participation goal has been established, the requirements of this section do not apply.

The program is intended to promote participation by small, economically disadvantaged businesses owned by minorities, women, veterans, or individuals with disabilities.

The City of Rochester Compliance Team, in coordination with the Project Manager, will monitor compliance with Targeted Business participation requirements for this contract.

2.2 Eligible Targeted Businesses

A Targeted Business is a business that holds an active certification issued by one of the following programs:

- [Minnesota Unified Certification Program \(MnUCP\)](#)
- [Minnesota Department of Administration Targeted Group / Economically Disadvantaged \(TG/ED\) Program](#)
- [City of Saint Paul Central Certification \(CERT\) Program](#)

Businesses must hold an active certification at the time proposals are submitted in order to receive participation credit.

Only work performed by certified Targeted Businesses may be counted toward the established participation goal.

2.3 Targeted Business Participation Goal

The Targeted Business participation goal for this project is:

21.53 percent of the total contract value.

The Proposer shall either:

1. Demonstrate that the established participation goal has been achieved; or
2. Demonstrate Good Faith Efforts and request a waiver or reduction in accordance with Section 2.7.

2.4 Goal Determination

The Targeted Business participation goal was established by the City prior to solicitation or, where applicable, prior to contract award using a documented relative availability analysis.

The relative availability analysis evaluated the availability of certified Targeted Businesses capable of performing the anticipated professional services required under the contract.

The participation goal established through the relative availability analysis is reflected in the solicitation documents.

2.5 Proposer Requirements Before Contract Award

To be eligible for contract award, each Proposer shall submit with its proposal either:

- A Targeted Business Utilization Form (Form COR-4) demonstrating achievement of the established Targeted Business Participation Goal; or
- If the established Participation Goal is not achieved, a Pre-Award Participation Waiver/Reduction Request (Form COR-9), including documentation demonstrating Good Faith Efforts.

The City may establish a different submission deadline in the solicitation. If a different deadline is stated in the solicitation, that deadline shall control.

Failure to submit the required documentation by the applicable deadline may result in the proposal being deemed nonresponsive.

2.6 Demonstrating Achievement of the Goal

If the Proposer meets the established Targeted Business Participation Goal, the Proposer shall submit the Targeted Business Utilization Form (Form COR-4) with its proposal, unless a different deadline is established in the solicitation.

The form shall identify each certified Targeted Business proposed for participation credit, the professional services to be performed, and the anticipated value of those services.

2.7 Requesting a Waiver or Reduction

If the Proposer does not meet the established Targeted Business Participation Goal, the Proposer shall submit a Pre-Award Participation Waiver/Reduction Request (Form COR-9) and Good Faith Effort Documentation (Form COR-5), including the required Outreach Log and Certification.

The request shall be submitted with the proposal unless a different deadline is established in the solicitation.

The Proposer shall provide documentation demonstrating that qualified Targeted Businesses were not reasonably available despite its Good Faith Efforts to solicit participation.

Failure to submit a waiver or reduction request when the Participation Goal is not met may result in the proposal being deemed nonresponsive.

The City will review the request and supporting documentation in accordance with applicable program requirements.

2.8 Evaluation of Good Faith Efforts

If the Participation Goal is not met, the City will evaluate whether the Proposer made reasonable and appropriate Good Faith Efforts to solicit participation by qualified Targeted Businesses.

Good Faith Efforts may include, but are not limited to:

- Soliciting qualified Targeted Businesses through reasonable and available means with sufficient time to permit a meaningful response;
- Following up with Targeted Businesses that were initially contacted to determine their interest and availability;
- Identifying and, where reasonable, dividing anticipated professional services into economically feasible scopes that could be performed by Targeted Businesses;
- Providing interested Targeted Businesses with adequate and timely information regarding the scope, schedule, and requirements of the contract;
- Negotiating in good faith with interested Targeted Businesses and considering their qualifications, experience, capacity, availability, and proposed fees;
- Not rejecting a Targeted Business as unqualified without a reasonable basis supported by an assessment of the firm's capabilities;
- Documenting solicitations, follow-up communications, negotiations, and the basis for selecting or not selecting interested Targeted Businesses; and
- Using available business-assistance organizations, certification directories, professional associations, and other reasonable resources to identify qualified Targeted Businesses.

The City will evaluate Good Faith Efforts based on the quality, quantity, and timeliness of the Proposer's efforts and whether those efforts could reasonably be expected to achieve the established Participation Goal.

After submission and review of the original proposal, the City will not accept requests for administrative reconsideration of Good Faith Efforts determinations.

2.9 Participation Credit

Participation credit shall be counted only for professional services actually performed by a certified Targeted Business under the contract.

Where the Prime Consultant is a certified Targeted Business, participation credit may be counted for professional services performed directly by the Prime Consultant.

Participation credit for a certified Targeted Business subconsultant shall be based on the value of the professional services it performs with its own workforce and for which it is responsible.

Professional services subcontracted by a certified Targeted Business to a non-certified firm shall not be counted toward the established Participation Goal.

To receive participation credit, a certified Targeted Business must perform a commercially useful function. A certified Targeted Business performs a commercially useful function when it is responsible for executing, managing, and supervising the professional services for which participation credit is claimed. The City may consider the scope of services performed, industry practices, the amount paid to the certified Targeted Business, and whether that amount is commensurate with the work it actually performs.

If a certified Targeted Business does not perform or exercise responsibility for at least 30 percent of the total value of its agreement with its own workforce, or subcontracts a greater portion of its work than would ordinarily be expected based on normal industry practices, the City may presume that the certified Targeted Business is not performing a commercially useful function. The certified Targeted Business may provide documentation or other evidence to rebut this presumption.

The City may deny participation credit where a certified Targeted Business serves solely as a conduit, pass-through, or extra participant and is not responsible for performing, managing, or supervising the professional services for which participation credit is claimed.

The Prime Consultant shall maintain documentation sufficient to demonstrate the scope and value of professional services performed by each certified Targeted Business participating under the contract.

2.10 Failure to Meet Participation Requirements

If the Prime Consultant fails to meet the established Participation Goal and fails to demonstrate adequate Good Faith Efforts, or otherwise fails to comply with applicable Targeted Business requirements, the City may impose administrative remedies in accordance with the contract. Such remedies may include withholding payment when authorized by the contract.

After contract award, the Prime Consultant shall obtain prior written approval from the City before terminating, substituting, or reducing the scope of services of any certified Targeted Business identified to satisfy the established Participation Goal.

Requests for substitution or reduction shall include justification and documentation demonstrating Good Faith Efforts to retain or replace the certified Targeted Business.

Proposers are advised that the Minnesota False Claims Act (Minn. Stat. §15C.02) applies to statements and certifications made in connection with this program.

2.11 Targeted Business Reporting

The Prime Consultant shall submit the Targeted Business Progress Report (Form COR-8) monthly, reporting payments made to certified Targeted Businesses participating toward the established Participation Goal. Reports are due by the 15th day of the month following the reporting period, unless otherwise directed by the City.

Where the City requires payment information to be reported through its designated electronic compliance reporting system, entry of the required information into the system shall satisfy the corresponding COR-8 reporting requirement.

2.12 Contract Closeout

Before final payment or contract closeout, whichever occurs first, the Prime Consultant shall submit:

- Targeted Business Total Payment Affidavit (Form COR-2), where a Targeted Business Participation Goal applies; and
- Final Project Certification (Form COR-7).

The Prime Consultant shall verify that all required compliance reports have been submitted and that the participation and payment information reported to the City is complete and accurate.

The City may require supporting documentation to verify final payments made to certified Targeted Businesses and compliance with other applicable contract requirements.

3. WORKFORCE / EEO REQUIREMENTS

3.1 Applicability

Workforce Participation requirements apply only when established in the solicitation or contract.

Where no Workforce Participation requirements have been established, the requirements of this section do not apply.

The City of Rochester Compliance Team, in coordination with the Project Manager, will monitor compliance with applicable Workforce Participation and Equal Employment Opportunity requirements for the contract.

3.2 Equal Employment Opportunity

Consultants performing professional services under this contract shall comply with the Minnesota Human Rights Act (Minn. Stat. Chapter 363A) and all applicable Equal Employment Opportunity requirements.

Consultants shall not discriminate in employment practices based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

These requirements apply to the Prime Consultant and all Subconsultants performing professional services under the contract.

3.3 Affirmative Action Certification

In accordance with Minnesota Statutes §363A.36, Proposers subject to state affirmative action requirements shall possess a valid Certificate of Compliance issued by the Minnesota Department of Human Rights.

Where applicable, Minnesota Statutes §363A.36 and Minnesota Rules parts 5000.3400 to 5000.3600 are incorporated into this contract.

If required, the selected Prime Consultant shall submit the following documentation prior to contract award:

- State of Minnesota Affirmative Action Certificate of Compliance; and
- Workforce Participation Commitment (Form COR-1).

Required documentation shall be submitted by the deadline established in the solicitation or contract, or as otherwise directed by the City.

Upon request, the Prime Consultant shall provide a copy of its affirmative action plan.

3.4 Workforce Participation Goals

Workforce Participation goals for professional services contracts shall be established only where identified in the solicitation or contract.

The Workforce Participation goals for this project are:

- 15 percent participation by people of color
- 9 percent participation by women

These goals are evaluated separately and are not cumulative.

3.5 Workforce Reporting

The Prime Consultant shall submit Workforce Participation information in the form and manner required by the solicitation or contract.

Where required by the City, the Prime Consultant shall submit EEO-13 reports, or other workforce demographic reports approved by the City, for the Prime Consultant and all applicable Subconsultants.

Workforce Participation reports shall be submitted in accordance with the reporting schedule established by the solicitation or contract, or as otherwise directed by the City.

The City may require submission of Workforce Participation information through its designated electronic compliance reporting system. Where electronic reporting is

required, submission through the designated system shall satisfy the corresponding reporting requirement.

Failure to submit required Workforce Participation reports accurately and in a timely manner may result in a determination of non-compliance in accordance with the contract.

3.6 Workforce Monitoring

The City of Rochester Compliance Team, in coordination with the Project Manager, will monitor Prime Consultant performance related to Workforce Participation requirements.

Where Workforce Participation goals are not being achieved, the Prime Consultant shall, upon request by the City, provide documentation describing:

- Good Faith Efforts;
- Outreach activities;
- Recruitment efforts; and
- Corrective actions intended to improve Workforce Participation.

The City may review Workforce Participation reports and other documentation submitted by the Prime Consultant to evaluate compliance with the Workforce Participation requirements established for the contract.

Appendix – Compliance Requirements and Forms

A. Compliance Forms Submission Schedule

This Appendix identifies the compliance forms and submission timelines applicable to this contract.

The Prime Consultant is responsible for ensuring that all required forms are completed and submitted in accordance with the requirements of this contract.

Pre-Award Requirements

Form	Form Name	Requirement	Due
COR-1	Contractor Workforce Participation Commitment	Required only where Workforce Participation requirements are established in the contract	Within ten (10) calendar days after notice of selection and before contract award.
COR-3	Bidder Preference Form	Required only if the Proposer is claiming an applicable Small Business Enterprise or Veteran-Owned Business Enterprise preference	With the proposal
COR-4	Targeted Business Utilization Plan	Required only where a Targeted Business (TB) or Disadvantaged Business Enterprise (DBE) participation goal is established in the contract	With the proposal, unless otherwise stated.

Form	Form Name	Requirement	Due
COR-9	Waiver / Reduction Request	Required only where a TB or DBE participation goal is established in the contract and the goal is not met; must include documentation of Good Faith Efforts	Submitted with the proposal when the established participation goal is not met.
COR-5	Good Faith Effort Documentation, including Outreach Log and Certification	Required with Form COR-9 when the established TB or DBE Participation Goal is not achieved	With the proposal when submitted in support of Form COR-9, or at another time when requested by the City.

Contract Performance Requirements

Form	Form Name	Requirement	Due
COR-8	Targeted Business Progress Report	Required only where a TB or DBE participation goal is established in the contract	Monthly, due by the 15th of the month following the reporting period, unless otherwise directed by the City or through the designated reporting system
EEO-13	Monthly Employment Compliance Report	Required for tracking of Workforce Participation requirements.	Monthly, submitted to the City's designated Compliance Team

Substantial Completion / Closeout / Other Requirements

Form	Form Name	Requirement	Due
COR-2	Targeted Business Total Payment Affidavit	Required only where a TB or DBE participation goal is established in the contract	Upon final payment or project close, whichever occurs first
COR-7	Final Project Certification	Required by the Prime Consultant confirming compliance with all contract requirements	Upon final payment or project close, whichever occurs first

Additional Requirements

The Prime Consultant is responsible for ensuring that all subconsultants comply with applicable form submission requirements.

The Prime Consultant shall ensure all required forms are complete, accurate, and submitted in accordance with contract requirements.

The City may require submission of forms through its designated electronic compliance reporting system. Where electronic submission is required, system entry may satisfy form submission requirements.

B. Compliance Forms (COR Series)

The following forms are incorporated into the contract and shall be used by the Prime Consultant and all subconsultants to satisfy applicable compliance requirements.

The forms included in this Appendix are provided for completion and submission. The City may require submission of equivalent information through its designated compliance reporting system. Where electronic submission is required, system entry may satisfy submission requirements.

The City reserves the right to update formats, provided that the required information remains consistent with contract requirements.

The Prime Consultant shall not alter the content or structure of required forms except to complete the information requested.

Contractor Workforce Participation Commitment

Form: COR-1

Instructions

Provide estimated workforce hours for the Prime Contractor and all Subcontractors expected to perform work on this project.

For each contractor, enter the estimated Total Workforce Hours, Minority Workforce Hours, and Women Workforce Hours. Percentages should be calculated by dividing the category hours by the contractor's total workforce hours.

The Totals row must include the combined workforce hours for the Prime Contractor and all Subcontractors.

Example: 200 Minority Hours ÷ 1,000 Total Hours = 20%.

Prime Contractor Section

Provide estimated workforce hours for the prime contractor and all subcontractors expected to perform work on the project.

Contractor Name	Estimated Total Workforce Hours	Estimated Minority Workforce Hours	Estimated Minority Percentage	Estimated Women Workforce Hours	Estimated Women Percentage

Subcontractor Section

Subcontractor Name	Estimated Total Workforce Hours	Estimated Minority Workforce Hours	Estimated Minority Percentage	Estimated Women Workforce Hours	Estimated Women Percentage
Total (Prime + Subcontractor)					



Certification

I certify that the information provided in this Workforce Participation Plan is true and accurate to the best of my knowledge and reflects the contractor's good faith plan to meet the workforce participation goals established for this project.

Authorized Representative Name	
Title	
Signature	
Date	



Targeted Business Total Payment Affidavit

Form: COR-2

Instructions

This affidavit must be completed by the Prime Contractor after all work performed by Targeted Businesses (TB) on the project has been completed and final payments have been made.

List each TB that worked on the project and provide the following information:

- Original subcontract amount
- Total amount paid
- Amount counted toward TB participation

If the final amount paid to the TB is less than the original subcontract amount, attach an explanation.

Project Information

Project Number	
Project Name	
Final Contract Value	
Total TB Participation Achieved (%)	

Affidavit Statement

I certify that I am authorized to submit this affidavit on behalf of the Prime Contractor listed above.

I further certify that the Targeted Business (TB) firms identified below performed work on the project and that the payment amounts reported are accurate to the best of my knowledge.

If the final amount paid to a Targeted Business is less than the original subcontract amount, an explanation is attached.

Targeted Business Name	Original Subcontract Amount	Total Amount Paid	Amount Counted Toward TB Participation

Targeted Business Name	Original Subcontract Amount	Total Amount Paid	Amount Counted Toward TB Participation
Total			

Authorized Representative Information

Name	
Title	
Company (Prime Contractor)	

Certification

I certify under penalty of perjury that the information provided in this affidavit is true and accurate to the best of my knowledge.

Signature	
Date	

Notary

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public Signature _____

Printed Name _____

Commission Expiration Date _____



Small Business Enterprise & Veteran-Owned Business Enterprise Preference in Bidding Form

Form: COR-3

Contractor Information

Complete all applicable fields below.

Contractor/Consultant Name	
Address	
City	
State / ZIP	
Contact Person / EEO Officer	
Phone Number	
Email Address	
Project Number	
Bid Letting Date	

Bid Preference Policy

Small Business Enterprises (SBE) and Veteran-Owned Business Enterprises (VBE) may receive a bid evaluation preference of up to 6 percent.

The preference:

- applies only to the first \$1,000,000 of the solicitation
- will not exceed \$60,000
- is used only for evaluating bids
- does not affect the contract award amount or payment due under the contract.

Responders must submit this form with the bid response to be considered for the SBE or VBE preference. Upon request, the City may require documentation verifying certification status.

Preference Eligibility

Check all that apply:

☐	Small Business Enterprise (SBE) Firm is certified through MnUCP, TG/ED, or CERT. SBE must be a Minnesota-based business.
☐	Veteran-Owned Business Enterprise (VBE) Firm is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) or Veteran-Owned Small Business (VOSB) by the U.S. Department of Veterans Affairs. VBE must be a Minnesota-based business.

Certification

I certify that the information contained herein is true, accurate, and complete.

Authorized Representative Name	
Signature	
Date	



Targeted Business Utilization Plan

Form: COR-4

Important: Failure to complete this Targeted Business Utilization Plan in its entirety may result in the bid being deemed nonresponsive.

Bidder Information

Project Name and Number	
Targeted Business Goal (MBE/WBE or DBE %)	
Bidder / Proposer Name	
Targeted Business Participation Commitment (MBE/WBE or DBE %)	
Total Bid or Proposal Amount	

Targeted Business Utilization

Instructions

List each Targeted Business subcontractor expected to perform work on this project. Provide the subcontract amount and a brief description of the work to be performed. Attach additional pages if necessary.

Targeted Business Subcontractor Participation Table

Note: Columns labeled “City Use Only” will be completed by the City.

Subcontractor Name	Certification Type (MBE, WBE, or DBE)	Federal Tax ID	Description of Work	Subcontract Amount (\$)	Subcontract Percentage of Total (City Use Only)	City Approval (City Use Only)
Total TB Participation						



Certification

The undersigned certifies that the information provided in this Targeted Business Utilization Plan is true and accurate to the best of their knowledge.

Authorized Representative Name	
Title	
Signature	
Date	



Outreach / Good Faith Effort Summary Sheet

Form: COR-5 (1)

Company Information

Company Name	
Address / Phone	
Bid Reference Number	
Bid Package	
Bid Date	

Outreach Log Instructions

List all firms contacted regarding this bid package and indicate how they were contacted and their response. If additional space is required, duplicate this form.

Method of contact examples: letter, phone, email, fax.

Response examples: will submit bid, no response, not interested.

The Outreach Log is on page two of this form.

Outreach Log

Name / Address	Type of Work or Services Solicited	Method of Contact	Response	Company Representative	Telephone Number



Certification

I certify that the information provided on this form is true and accurate.

Company Representative (Name / Title)	
Signature	
Date	



Statement of Good Faith Efforts

Form: COR-5 (2)

Bid Information

Bid Number	
------------	--

Certification Statement

The signature of an authorized company representative certifies that the bidder utilized the following methods to obtain the maximum practicable participation by Small Business Enterprises (SBE) on this project.

Indicate the methods used by selecting the appropriate box.

Good Faith Effort Checklist

Select	Description	Points
☐	Identified sufficient subcontracting work to meet the goal (attach advertisements and written notices indicating the type of work to be subcontracted).	10
☐	Written notice to subcontractors (attach a copy of each letter sent, or a master notification with recipient list).	15
☐	Follow-up to initial solicitations (attach call logs).	20
☐	Advertising (include project name, bidder, available work, contact information, plan availability, and assistance policies).	15
☐	Assistance with bonds, credit lines, or insurance (attach documentation).	30
☐	Provided plans, specifications, and requirements to interested subcontractors.	5
☐	Other good faith efforts (describe below).	5

Additional Good Faith Efforts

Enter description in the following field:

Minimum Requirement

The minimum score required to establish a Good Faith Effort is 50 points.

Certification

Company	
Company Representative (Name / Title)	
Signature	
Date	



Good Faith Efforts Outreach Guidance & Resources

Form: COR-5 (3)

Purpose

This form provides guidance and resources to assist prime contractors in completing Forms COR-5 (1) and COR-5 (2) and in demonstrating Good Faith Efforts (GFE) to meet City-established Targeted Business participation goals.

Outreach is the responsibility of the prime contractor.

Relationship to COR-5 Forms

- COR-5 (1) documents who was contacted and how.
- COR-5 (2) documents which outreach methods were used and assigns points.
- COR-5 (3) explains acceptable outreach practices and available resources.

This document does not establish new requirements.

Acceptable Outreach Activities

Outreach activities that may support Good Faith Efforts include, but are not limited to:

- Written outreach to certified firms (email, letter, or similar)
- Posting subcontracting opportunities publicly
- Contacting trade associations or contractor groups
- Advertising bid opportunities
- Structuring work to facilitate subcontracting
- Allowing sufficient time for firms to respond prior to bid finalization

Efforts are evaluated based on overall reasonableness, not guaranteed outcomes.

Timing Expectations

Outreach should:

- Occur early enough to allow firms to respond meaningfully
- Take place prior to final subcontractor selection
- Not be limited to post-award activity only

Documentation

Prime contractors should retain documentation such as:

- Copies of outreach communications or postings
- Dates outreach occurred
- General description of firms contacted (trade and certification type)
- Responses received, if any

Documentation may be requested by the City to support Forms COR-5 (1) and COR-5 (2).

Optional Outreach Language

The following example language may be used when conducting outreach:

“[Prime Contractor Name] is seeking interest from certified Targeted Business firms for the [Project Name]. This project includes participation goals established by the City of Rochester. Interested firms should contact [Name] at [phone/email] regarding subcontracting opportunities related to their trade or service area.”

Public Certification Resources

The following public directories may assist prime contractors in identifying certified firms:

- Minnesota Unified Certification Program (DBE)
- Minnesota Department of Administration – CERT Program (MBE/WBE)
- Targeted Group / Economically Disadvantaged Small Business Program

These resources are provided for reference only. Prime contractors remain responsible for conducting outreach.

Important Clarifications

- The City does not conduct outreach on behalf of prime contractors.
- The City does not guarantee availability of certified firms.
- Failure to meet participation goals does not automatically indicate noncompliance when Good Faith Efforts are documented.



Final Project Certification

Form: COR-7

Instructions

The Prime Contractor must complete this certification after all work on the project has been completed.

By signing this form, the Prime Contractor certifies that all required reporting has been completed for:

- Prevailing Wage
- Targeted Business participation
- Workforce Participation

All required records must be uploaded to the City's compliance reporting system.

Project Information

Project Number	
Project Name	
Final Contract Value	

Affidavit Statement

I, the authorized representative identified above, being first duly sworn, do hereby certify and state as follows:

1. I am an authorized representative of the Prime Contractor listed above and have the authority to execute this certification on behalf of the Prime Contractor.
2. All required prevailing wage data has been accurately uploaded to the City's compliance reporting system, including data for all lower-tier subcontractors.
3. All required workforce utilization data has been accurately uploaded to the City's compliance reporting system, including data for all lower-tier subcontractors. The final workforce participation obtained is summarized in the table below.
4. The Targeted Business Total Payment Affidavit (Form COR-2) has been completed, and all Targeted Business payment data has been uploaded to the City's compliance reporting system.
5. I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Labor Type	Total Labor Hours	Percent Obtained
All Labor		
Minority		
Women		

Authorized Representative Information

Name	
Title	
Prime Contractor (Company Name)	

Certification

I certify under penalty of perjury that the information provided in this affidavit is true and accurate to the best of my knowledge.

Signature of Authorized Representative	
Date	

Notary

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public Signature _____

Printed Name _____

Commission Expiration Date _____



Targeted Business Progress Report

Form: COR-8

Instructions

The Prime Contractor must complete this report to document payments made to Targeted Business (TB) subcontractors during the reporting period. For purposes of this report, TB subcontractors may include firms certified under one or more of the following categories:

- WBE – Women-Owned Business Enterprise
- MBE – Minority-Owned Business Enterprise
- DBE – Disadvantaged Business Enterprise

All payments reported must reflect actual amounts paid. Contractors must also report any lower-tier subcontractors hired by Targeted Business subcontractors.

The Prime Contractor must calculate the Targeted Business participation percentage using the Participation Calculation section. The City will review and verify all reported calculations.

Project Information

Project Number	
Project Name	
Prime Contractor	
Reporting Period	
Total Contract Value	
Total Paid to Date (All Contractors)	

Table 1 – Targeted Business Subcontractors

List each Targeted Business subcontractor performing work on this project.

Enter the subcontract amount, payments made during the reporting period (“Amount Paid This Period”), and cumulative payments to date. Calculate totals in the bottom row.

Each subcontractor should be listed only once.

Certification Type should indicate the subcontractor’s certification (WBE, MBE, or DBE).

Use additional sheets as needed.

Subcontractor Name	Certification Type	Original Subcontract Amount	Change Order Amount	Total Subcontract Amount	Amount Paid This Period	Amount Paid to Date
Totals						



Table 2 – Lower-Tier Subcontractors Hired by TB Firms

If a Targeted Business subcontractor hires a lower-tier subcontractor that is not a Targeted Business, report those payments below.

Enter payments made during the reporting period (“Amount Paid This Period”) and cumulative payments to date for each lower-tier subcontractor.

These amounts will be deducted when calculating eligible Targeted Business participation.

Use additional sheets as needed.

Targeted Business Subcontractor	Lower-Tier Subcontractor	Amount Paid This Period	Amount Paid to Date
Totals			



Targeted Business Participation Calculation

Use the information reported above to calculate Targeted Business (TB) participation for the project. The City will calculate and verify this information as well. Contractors must base all reported amounts on actual payments made. Estimates or commitments are not permitted.

Description	Amount
Total Contract Value	
Total Amount Paid to Date (All Contractors)	
Total Amount Paid to TB Subcontractors to Date (Table 1)	
Less: Payments by TB Subcontractors to Non-TB Subcontractors (Table 2)	
Net TB Participation Amount	
Net TB Participation (% of Total Contract Value)	
Net TB Participation (% of Total Paid to Date)	

If Total Amount Paid to Date (All Contractors) is zero, Net TB Participation (% of Total Paid to Date) shall be reported as zero.

“To Date” refers to cumulative payments made as of the end of the reporting period.

1. Net TB Participation Amount Calculation:

Total Amount Paid to TB Subcontractors

Minus

Payments made by TB subcontractors to non-TB subcontractors

2. Targeted Business Participation (%) Calculations:

Net TB Participation (% of Total Contract Value):

Net TB Participation Amount

Divided by

Total Contract Value

Net TB Participation (% of Total Paid to Date):

Net TB Participation Amount

Divided by

Total Amount Paid to Date (All Contractors)



Certification

I certify that the information provided in this report is true and accurate to the best of my knowledge and reflects actual payments made during the reporting period.

Company (Prime Contractor)	
Name	
Title	
Signature	
Date	



MBE/WBE or DBE Pre-Award Participation Waiver / Reduction Request Form

Form: COR-9

Bidder Information

Name of Bidder / Proposer	
Bid / Proposal Title	
Bid / Proposal Reference Number	

Participation Goals

Category	Percentage
MBE/WBE Participation Goal	
DBE Participation Goal	
Participation Achieved	

Documentation of Good Faith Efforts

Answer each question below and attach supporting documentation for all “Yes” responses. Failure to attach required documentation may result in denial of the waiver or reduction request.

Good Faith Effort Questionnaire

Question	Yes	No
Identified sufficient subcontracting work to solicit from MBE/WBE or DBE firms	☐	☐
Conducted broad-based advertising and outreach to certified firms	☐	☐
Followed up on initial solicitations and provided adequate notice before bid opening	☐	☐
Provided plans and specifications to interested firms	☐	☐
Made efforts to assist firms with bonding, insurance, or credit lines	☐	☐

Question	Yes	No
Rejected any bids from MBE/WBE or DBE firms due to qualification concerns	☐	☐

Documentation Requirements

For each “Yes” response in the Good Faith Effort Questionnaire, the bidder must attach documentation supporting the effort described.

- Examples of acceptable documentation may include:
- Copies of outreach communications or notices sent to certified firms
- Copies of advertisements or postings for subcontracting opportunities
- Contact logs showing follow-up communications with firms
- Records of meetings, pre-bid conferences, or outreach events
- Copies of plans, specifications, or other project materials shared with subcontractors
- Documentation describing assistance offered to firms regarding bonding, insurance, or credit lines
- Written explanations and supporting documentation for any bids from MBE/WBE or DBE firms that were rejected

Failure to provide documentation supporting each “Yes” response may result in denial of the waiver or reduction request

Waiver / Reduction Determination

Requests for waivers or reductions will be considered only when no bidder determined to be the lowest and best or most advantageous meets the participation goals.

Bidder Certification

Signature of Authorized Representative	
Date	

City Determination

☐ Approved	☐ Denied
Authorized Signature	
Date	



FORM EEO-13

Project and Consultant Information

Reporting Period:		to	
Project Number:		Contractor Name:	
Address:		State:	
Project City/County:		City:	Zip:
Prime or Subconsultant:		Federal Tax ID:	
Contract Amount:		Percent Complete:	

Preparer and Reviewer Information

Prepared By:		Reviewed By:	
Title:		Title:	
Email:		Email:	
Phone:		Phone:	
Date:		Date:	

Employment Data

No.	Employee Last, First, Middle Initial	SSN#	Ethnicity	Gender	Trade	Level	Hours Worked this Period
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							



Attachment D

Revised August 4, 2026

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT

- A. This Contract will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate CITY officials, pursuant to City of Rochester Home Rule Charter, and the appropriate ENGINEER officials, whichever event occurs later. This Contract will remain in effect until the Expiration Date set in the Special Conditions, termination of the Contract in accordance with its terms, or until all obligations set forth in this Contract have been fulfilled, whichever event occurs first.
- B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Agent.
- C. It will be ENGINEER's responsibility to promptly notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, in writing, within the terms of the Contract.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

- A. This Contract will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Contract as if fully set forth herein. Venue for all legal proceedings arising out of this Contract will be in the applicable state or federal court with competent jurisdiction in Olmsted County, Minnesota.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

- A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of this Contract, or by written amendment in accordance with Article 9 of these General Conditions.
- B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

- A. Subject to the provisions of the Special and General Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".
- B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that, which is provided for in this Contract without a prior written amendment signed by CITY, may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.
- C. If ENGINEER claims any instructions, latent conditions, or other unforeseen conditions exist that cause extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless timely made. Any work performed under an amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

- D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations".

ARTICLE 5 PROCEDURE FOR PAYMENT

- A. Payments will be made by CITY within 30 days of ENGINEER's presentation of invoices and progress reports, properly prepared, for services performed in accordance with this contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the contract.
- B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. A sample invoice format is attached to this General Conditions. Invoices must identify the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

For lump sum and other contracts:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.

For other contracts only:

3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:
 - a. 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
 - b. 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.

C. Amounts unpaid Thirty-Five (35) days after the invoice date shall bear interest at a rate of Four Percent (4%) per annum. Interest on unpaid amounts shall not accrue on any amounts that the CITY withholds in good faith based on a dispute over ENGINEER's services.

D. If ENGINEER is authorized by CITY to use or uses any subcontractors or subconsultants (the term "subcontractor(s)" shall mean subconsultants or subcontractors for purposes of the these General Conditions), ENGINEER must include all the above supporting documentation in any subconsultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

E. ENGINEER must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

- A. All services and deliverables provided by ENGINEER under this Contract will be performed in accordance with the same standards and degree of care, skill and diligence as is ordinarily possessed and exercised by qualified members of the same profession currently performing similar services for projects of the same or similar size, scope and location as the Scope of Work. The ENGINEER endeavors to comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
 2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.
- B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.
- C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.
- D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

ARTICLE 7 ASSIGNMENT

- A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

- A. ENGINEER must require all subcontractor contracts to contain all appropriate terms and conditions of this Contract. The use of subcontractors does not relieve the ENGINEER from performing and delivering the work stated in this Contract.
- B. A copy of any and all subcontractor contracts must be sent to the CITY's Authorized Agent after execution of the subcontractor contract and prior to work starting under the subcontractor contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

- A. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.
- B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions.
- C. This contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.
- D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

- A. ENGINEER shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

- A. ENGINEER must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by CITY in accordance with this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by ENGINEER in accordance with this Contract.
- B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.
- C. Unless otherwise directed by CITY, the originals of reports, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, and other project data (the "Project Data") must be relinquished to CITY:
1. Upon written notice of completion or cancellation of this Contract.
 2. Upon written notification by CITY.
 3. Prior to final payment by CITY to ENGINEER for this Contract.
 4. All intellectual property rights in and to the Project Data, including the design plans are the property of the CITY. ENGINEER acknowledges and agrees that the CITY is permitted to grant to MAYO CLINIC, a Minnesota nonprofit corporation ("MAYO"), a non-exclusive, fully paid, royalty-free, irrevocable license, with a right to sublicense and transfer, to use the Project Data including the design plans solely in connection with and under the terms of a separate agreement between the CITY and MAYO. Such right to sublicense is solely at the discretion of the CITY and shall not require consent of ENGINEER. Any such use of the Project Data or design plans by MAYO beyond the scope of this Contract, will be MAYO's sole risk and without legal exposure to the CITY or ENGINEER. This right of the CITY to grant such a license to MAYO includes the duty of ENGINEER, if necessary, to obtain licenses from its subcontractors consistent with the terms of this Contract.
- D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("Engineering Data") previously belonging or licensed to Engineer and used to perform ENGINEER's services shall remain the property of ENGINEER. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain Engineering Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitations: such Engineering Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the Engineering Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

- A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

- B. Indemnification - To the extent authorized by law, ENGINEER and CITY (the "Indemnifying Party") are each responsible only for their own acts and the results thereof. The Indemnifying Party agrees to indemnify, hold harmless, and defend the other Party and its respective officers, directors, employees, agents, and contractors (the "Indemnified Party") from and against any and all losses, expenses, actions, claims, demands, suits, judgments, awards, damages, liabilities, costs, and reasonable attorneys' fees that the Indemnified Party may incur or suffer by reason of or arising out of any third-party claim (collectively, "Claims") (i) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than as required by the services), including the loss of use resulting therefrom; or (ii) attributable in whole or in part to the Indemnifying Party's failure to perform its obligations in accordance with this Contract, excluding any such claims or demands attributable to the negligence, omission or the willful misconduct of the Indemnified Party. The CITY's liability is subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04. In addition, to the fullest extent permitted by law, the ENGINEER shall indemnify MAYO consistent with the indemnity obligations in this Article 12, Paragraph B.

ENGINEER shall also indemnify and hold harmless the CITY and MAYO from and against claims, losses, damages, or expenses to the extent caused by any actual or alleged infringement of any copyright, trademark, patent, or other intellectual property right arising out of or related to the CITY's or MAYO's or their consultants' or contractors' use of the Project Data including but not limited to the design plans.

Third-Party Beneficiary. The Parties acknowledge that certain services related materials prepared by ENGINEER under this Contract may constitute design work and deliverables that the CITY is obligated to make available to Mayo Clinic, a Minnesota nonprofit corporation ("Mayo"), under a separate agreement between the CITY and Mayo. To the extent, and only to the extent, necessary to give effect to Mayo's rights under that separate agreement, Mayo is an intended third-party beneficiary of this Contract and shall have the right to enforce the terms of this Contract to the extent permitted by and then in accordance with that separate agreement. Nothing in this Contract shall be construed to make Mayo a party to this Contract or to require Mayo's consent to any amendment, change order, waiver, termination, or other modification of this Contract unless such action would materially impair the rights expressly granted to Mayo under this paragraph or under the separate agreement between the CITY and Mayo. Mayo's rights under this paragraph shall survive any termination or expiration of this Contract with respect to design work or deliverables prepared prior to termination or expiration of this Contract to the extent such rights are permitted by and in accordance with the separate agreement between the CITY and Mayo.

- C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

- A. Any and all employees of ENGINEER, including its subcontractors, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

- A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent within 30 days of execution of this Contract and prior to commencement of any work under this Contract. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.
- B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:
1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
 2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each subcontractor. The ENGINEER shall ensure that its subconsultants can satisfy the insurance requirements required under ENGINEER'S contract, unless otherwise agreed in writing between ENGINEER and CITY.
 3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than \$500,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the ENGINEER.
 4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a subcontractor or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
 - a. \$2,000,000 - per occurrence
 - b. \$4,000,000 – annual aggregate
 - c. \$4,000,000 – annual aggregate – Products/Completed Operations

In addition, the following coverages should be included:

- a. Premises and Operations Bodily Injury and Property Damage
 - b. Personal and Advertising Injury
 - c. Products and Completed Operations Liability
 - d. Blanket Contractual Liability
 - e. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by subcontractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:
- \$1,000,000.00 - per occurrence Combined Single Limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned
Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:

\$3,000,000 – per claim or event
\$6,000,000 – annual aggregate

This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract. Such insurance shall remain in effect for not less than three (3) years after completion of the services under this Contract.

7. For work on railroad property, ENGINEER must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (1995 Edition) or any subsequent changes or modifications to this specification.
- C. ENGINEER must:
1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
 2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.
- D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

- A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must meet the requisite standard of care and be of such quality that they are suitable for their intended purpose.
- B. ENGINEER's services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, upon timely written notice by the ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER's services shall be adjusted equitably.
- D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.
- E. If delivery of ENGINEER's services are delayed, ENGINEER shall use all means available at its own cost to accelerate such work to complete the Work as quickly as possible in compliance with this Contract.
- F. For purposes of this Contract the term "day" means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

- A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

- A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.
- B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

- A. This Contract may be canceled by CITY within 30 days, at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.
- B. In the event CITY cannot or does not obtain funding, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and deliverables contained herein, this Contract may be canceled within 30 days, at CITY's option, by written notice of cancellation delivered in person, by mail, or facsimile to ENGINEER at the address specified in this Contract. CITY will not be obligated to pay for any services and deliverables provided by ENGINEER after such notice of cancellation.
- C. If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty-five days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

- A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.
- B. At any time during construction or any phase of work performed by others based on data provided by ENGINEER, ENGINEER must confer with CITY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by ENGINEER. ENGINEER must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by ENGINEER. ENGINEER must give immediate attention to these changes so there will be minimal delay to the project.
- C. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.
- D. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not

relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

- E. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

- A. Mediation. **“Mediation shall not be required where commencement of final dispute resolution is necessary to preserve a legal right to state a claim, but the parties agree that once commenced, final dispute resolution shall be stayed pending mediation.”** The mediation shall be conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota.

ARTICLE 22 MISCELLANEOUS

- A. Record Keeping—Availability and Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, ENGINEER agrees that the books, records, documents and accounting procedures and practices of ENGINEER, that are relevant to the Contract or transaction, are subject to examination by the CITY and the state auditor for a minimum of six (6) years. ENGINEER shall maintain such records for a minimum of six (6) years after final payment.
- B. Non-Discrimination. Pursuant to Minnesota Statutes, Section 181.59, ENGINEER will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The ENGINEER agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Contract.

ARTICLE 23 FEDERAL CLAUSES

If Federal Funds are involved with this Contract, the following additional conditions apply:

- A. Compliance with Regulations. The subconsultant shall comply with Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, hereinafter referred to as “DOT”, Title 49, Code of Federal Regulations, Part 2, as they may be amended from time to time hereinafter referred to as the “Regulations”, which are herein incorporated by reference and made part of this contract.
- B. Non-discrimination. The subconsultant, with regard to the work performed by it during this contract, shall not discriminate on the grounds of race, color, national origin, sex, disabilities, or veteran’s status in the selection and retention of subconsultants, subcontractors, including procurement of materials and leases of equipment. The subconsultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, disabilities or veteran’s status.

- D. Information and Reports. The subconsultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ENGINEER, sponsor, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the subconsultant shall so certify to the ENGINEER, sponsor, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the subconsultant's noncompliance with the non-discrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the subconsultant under the contract until the subconsultant complies, and/or,
 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. Policy. It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. (Consequently, the MBE requirements of 49 CFR Part 23 apply to this contract and the subconsultant hereby agrees to abide by these requirements.)
- G. DBE Obligation. The subconsultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, sex, disability, or veteran's status in the award and performance of this DOT assisted contract.

INVOICE

City Project Number (J8920)

To: Amy Kreofsky, PE
Rochester Public Works
4001 W River Parkway NW, Suite 100
Rochester, MN 55901

Estimated Completion: _____ %

Period Ending: _____

Invoice Date: _____

INVOICE NO. _____

Re: CITY Contract No. J8920

Project

J8920: Reconstruction of 3 Ave & 4 Ave

Description:

Contract Expiration December 1,
Date: 2028

from Center St W to Civic Center Dr NW

(Central Loop at 3rd and 4th Avenue)

	TOTAL CONTRACT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT COSTS for Professional Services:				
2. OTHER DIRECT COSTS: (Attach support documentation)				
3. SUBCONTRACTORS: (Attach support documentation)				
NET EARNINGS TOTALS:				

Total Amount Due this Invoice: _____

SPECIAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT

Effective Date:	Contract Execution
Work Completion Date:	December 31, 2028
Expiration Date:	December 31, 2028

ARTICLE 2 SCOPE OF WORK

- A. Detailed Scope of Work: Attach Task / Scope List from ENGINEER.
- B. Work Plan Outline: Attach Construction schedule breakout from CONTRACTOR.
- C. General Conditions: Attach General Conditions document.
- D. Survey and CAD Standards:

ARTICLE 3 CONSIDERATION OF PAYMENT

Consideration of all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, not to exceed for the following items:

ENGINEER Service Cost	
Task 1: Project Management and General Meetings	
Task 2: Public Engagement and Agency Involvement	
Task 3: Design	

TOTAL CONTRACT AMOUNT: \$

ARTICLE 4 ENGINEER'S PERSONNEL

Name:
Title:
Address:
Phone:
Email:
Responsibility: Project Manager

If ENGINEER's Authorized Agent changes at any time during this Contract, ENGINEER must immediately notify CITY.

ARTICLE 5 CITY'S AUTHORIZED AGENT

Name: Amy Kreofsky, PE
Title: Assistant City Engineer – Municipal Services Manager
Address: 4001 West River Pkwy NW, Suite 100
Phone: 507-328-2418
Email: akreofsky@rochestermn.gov
Responsibility: Project Manager

CITY'S Authorized Agent will have authority to accept or reject ENGINEER'S services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the ENGINEER.