

CHAPTER 6

CONTRACTS & AGREEMENTS

Table of Contents

6-1.0	INTRODUCTION.....	3
6-1.01	General Roles and Responsibilities	3
6-1.02	Contract Specifications.....	6
6-1.03	Contracting Authority	8
6-1.04	Contract Signature Authority.....	8
6-2.0	TYPES OF CONTRACTS	10
6-2.01	Payable Agreements.....	10
6-2.02	Receivable Agreements.....	10
6-2.03	No-cost Agreements	11
6-2.03.01	New Construction Projects.....	11
6-2.03.01.01	With a Cooperative Construction Agreement	11
6-2.03.01.02	Without a Cooperative Construction Agreement.....	12
6-2.03.02	Construction Authorized by an Access or Construction Permit	12
6-2.03.03	Informal Agreements.....	12
6-2.03.04	Construction Authorized By A Limited Use Permit.....	13
6-3.0	CONTRACTS WITH PRIVATE PARTIES	13
6-3.01	Roadway Contractors.....	13
6-3.01.01	Roadway Related Regular Bid Letting	13
6-3.01.02	Roadway Related Negotiated Contracts	14
6-3.01.03	Roadway Related Emergency Contracts	15
6-3.02	Building Construction/Repair.....	16
6-3.02.01	Building Related Construction Contracts	16
6-3.02.02	Building Related Negotiated Contracts	16
6-3.02.03	Building Related Emergency Contracts.....	16
6-3.03	Consultant/ Professional and Technical Services Contracts.....	16
6-3.03.01	Regular Consultant Contracts.....	17
6-3.03.01.01	Emergency Consultant Contracts	17
6-3.04	Vendors of Supplies & Services	17
6-3.04.01	Materials	17
6-3.04.01.01	Materials Emergency Contracts.....	18
6-3.04.01.02	Material Procurement Contracts	18
6-3.04.02	Equipment Purchases and Rental	18
6-3.04.03	Maintenance Services	19
6-3.05	Utility Agreements	19
6-3.06	Railroad Agreements.....	19
6-3.07	Living Snow Fence Agreements.....	19
6-4.0	CONTRACTS WITH GOVERNMENTAL ENTITIES	19
6-4.01	Local Governments (Townships, City, Counties)	19
6-4.01.01	Roadway Repair and Maintenance	20
6-4.01.01.01	Routine Maintenance Agreements	20

6-4.01.02	Equipment Rental/Services Contracts	20
6-4.01.03	Cooperative Construction Agreements (Municipal Agreements)	20
6-4.01.04	Joint Powers Agreements	21
6-4.01.05	Partnership Agreements	21
6-4.01.06	“Blanket” Partnership Agreements	22
6-4.01.07	State Aid Master Agreements	22
6-4.02	Contracts with Other State Agencies	22
6-4.02.01	Interagency Agreements	23
6-4.02.02	Interagency Partnership Agreements	23
6-4.03	Contract with Other Sovereign Governments	23
6-4.03.01	Indian Tribes	23
6-4.03.01.01	Highway Contracts with Tribal Authorities	24
6-4.03.01.02	Tribal Partnership Agreements	24
6-4.03.02	Agreements with Other States or Federal Government	24
6-4.03.02.01	Bridge Agreements with Adjacent States or Provinces	24
	List of Referenced Website Links and Hyperlinks	25
	References:	27

6-1.0 INTRODUCTION

The Minnesota Department of Transportation (Mn/DOT) enters into contracts with private parties or other governmental entities when necessary to procure materials, equipment, or services. Generally speaking, all construction-type projects are administered under contracts with others; but Maintenance also uses contracts and agreements as well.

Maintenance contracts range from major maintenance projects through emergency activities to equipment rental, procurement of technical services, and the purchase of equipment and materials. The most commonly used contracts in Maintenance are those to procure materials and equipment, like road salt, asphalt material production, snow plow trucks, repair parts, etc. Other types of maintenance contracts include contracts to maintain rest areas, provide building custodial services repair automatic transmissions, and to maintain overlays, chip seals, etc. The Adopt-a-Highway program agreement is another example of an agreement Mn/DOT enters into with others.

The terms “contract” and “agreement” are generally used interchangeably in this manual to mean the same thing. A “contract” is an agreement between two or more parties which is legally enforceable because it contains the legal elements of “offer”, “acceptance”, and “consideration”. An agreement lacking one or more of these elements will not be enforced as a contract, but might still be legally enforced as a “quasi-contract”. Regardless of the term used, state law specifies that the state is not bound to any contract or agreement unless it is put in writing and signed by designated state officials.

This chapter is not intended to be an all-inclusive listing of the kinds of maintenance that can be accomplished under agreements. Neither is this chapter intended to be the definitive source as to how to prepare a contract or how to fill in a form. Rather, it is written to explain “why” and “when” contracts are required and to emphasize the importance of preparing and administering contracts properly. Step-by-step instructions as to “how” a contract is to be prepared and actual examples of contracts are instead referenced within this chapter to outside sources, such as web sites, and specialty offices.

When viewing this chapter on a computer monitor, any key word that is underlined can be clicked on and you will be automatically directed to the referenced web site for documents and other helpful information elsewhere in this manual. A listing of key words referenced to web sites is listed at the end of this chapter.

6-1.01 General Roles and Responsibilities

The responsibility for initiating and developing contracts and agreements has been decentralized to the Districts. District personnel are responsible for writing and processing their own contracts and agreements. Several Mn/DOT Offices are available to provide assistance.

The Mn/DOT Office of Maintenance provides general expertise and support on the decision making process regarding the most suitable type of contract required to meet the demands of the task at hand. This office also serves as a repository of past maintenance contracts that can be used as the basis to write new contracts, i.e., serve as examples. Emergency Maintenance Contracts dealing with features of the roadway, roadside, or building structures are managed by the Mn/DOT Office of Maintenance.

The Mn/DOT Office of Contract Management Section provides technical assistance to Mn/DOT project managers and others involved in all types of contracts. It also provides oversight of all Mn/DOT contracts to assure that all contracts and contract processes comply with law and policy and promote and protect the public interest. Likewise, the Consultant Services Section provides assistance with contracts for professional and technical services (“PT” contracts).

State contracts are strictly regulated by statute and rule to ensure the integrity of the state’s procurement process and accountability for the use of public funds. For example, state law requires that contracts be fully executed and funds encumbered before contractors are authorized to start work. In addition, the [Code of Ethics for Employees in the Executive Branch \(M.S. §43A.38\)](#) regulates certain conduct by employees in the procurement process when they may have a personal stake in its outcome. There can be serious consequences to Mn/DOT, as well as an employee involved in procurement, if the laws and rules are not followed.

State procurement laws also reflect economic and other societal value determinations made by the legislature. For example, state contractors and subcontractors are prohibited from engaging in discriminatory practices. All construction and maintenance contractors must also comply with “Prevailing Wage” law and pay wages as specified by the Minnesota Department of Labor and Industry and the labor provisions of Division A of the standard project proposal. Information regarding prevailing wage requirements and how to administer these requirements can be found in the [Mn/DOT Construction Administration Manual](#) or by contacting the Mn/DOT Labor Compliance Unit of the Office of Construction and Innovative Contracting in the Central Office.

Mn/DOT employees involved in contracting should familiarize themselves with the legal rules and with the specialty offices (for example the Contract Management Section and Office of Consultant Services) that provide contracting assistance. While this manual provides a comprehensive overview of contract requirements, the laws, processes, and forms change with some regularity, so it is important to keep up-to-date on the latest developments.

The exact procedures to be followed and forms to be used depend on the type of contract needed. Detailed procedures for each type of contract are referenced in the applicable sections of this chapter. In general, though, there are three main activities that must occur to get a contract in place 1) soliciting bids or proposals (for work which must be awarded competitively), 2) negotiating contract terms, and 3) getting the contract executed.

Generally, the need for and the desirability of entering into an agreement will be determined by the District. Once the District identifies a need, it must determine the type of contract to use, and follow the appropriate process for that type of contract. The District must also

determine the content of the contract.

Most contracts, however, do not need to be drafted from scratch. District files will contain samples of previous similar agreements which can be used as a model. Typical examples include:

1. Routine Maintenance Agreement
2. Frontage Road Agreement
3. Snow and Ice Agreement

A more diverse set of templates are made available by the Contract Management Section, the Municipal Agreements Unit and the Office of Maintenance. These agreements are listed on the [Office of Maintenance](#) website, including:

1. Access Road Agreement
2. Bridge Repair Agreement
3. Bridge Replacement (Emergency Order)
4. Cooperative Agreement for Maintenance of Common Alignment
5. Cooperative Construction Agreement
6. Drainage Agreement (Railroad)
7. Equipment Lease - Bridge Snooper
8. Engineering Agreement
9. Joint Powers Purchase Agreement
10. Lighting Agreement
11. Radio Maintenance
12. Runway Repair Agreement
13. Sewer Connection Agreement
14. Traffic Signal Repair
15. Utility Maintenance Agreement
16. Water Connection Agreement
17. Weather Advisory Service

If such a model is found, the appropriate legal language can usually be transposed and modified to fit the requirements of the new agreement. It is always a good idea to have draft agreements reviewed by the Contract Management Section, especially if the model you used is more than a year old.

In the event a sample for the proposed agreement is not available, the Office of Maintenance should be asked to poll the districts and, if available, provide a model.

If a sample is still not available, the district will need to initiate a new agreement. Upon completion of a draft copy, the District will need to consult with the Contract Management Section to be sure the new agreement is in the proper form and that the terms proposed are legal.

For certain types of contracts, the scope of services and compensation will be negotiated with the selected vendor. In other cases, the work and material specifications will be

published in a bid package, the contract will be awarded on a lowest-responsible bid basis, and a standard-form contract will be used.

Once the agreement is negotiated and written, the District must obtain the signatures of the authorized official of the firm or government entity (and must also obtain a resolution if contracting with a political subdivision). The District will see that the agreement is submitted to the Mn/DOT Contract Management Section along with encumbering documents for payable agreements. The Contract Management Section will complete the process.

The Mn/DOT Contract Management Section has been granted authority to sign most contracts on behalf of the Department of Administration. The Attorney General does not sign state contracts.

Generally an agreement contains the following as an absolute minimum:

1. Identification of the parties to the agreement
2. Identification of the statute authorizing the agreement
3. The time covered by the agreement
4. The scope of work to be performed
5. The consideration to be exchanged
6. Clauses required by state law
7. An authorized signature for each party

6-1.02 Contract Specifications

Besides following the laws and regulations governing the processing of contracts and agreements, the writing of specifications and special provisions is perhaps the most important in terms of receiving exactly the product or service being requested at the best price. It is only with clear and concise specifications that Mn/DOT can be confident that they will receive what they intended at the lowest cost to the state and with the least draw on available funds. It is during times of low funding levels when applying the best specification writing skills and good contract management practices is the most important and in the best overall interest of the State.

Quoting from the *Model Procurement Code for State and Local Governments* (Chapter 4, R4-201.01), American Bar Association:

- “The purpose of a specification is to serve as a basis of obtaining a supply, service or construction item both adequate and suitable for [State’s] needs in a cost effective manner, taking into account, to the extent practicable, the costs of ownership and operation as well as initial acquisition costs.”
- “It is the policy of the [State] that specification permit maximum practicable competition consistent with this purpose. Specifications shall be drafted with the objective of clearly describing the [State’s] requirements.”

- “Specifications shall, to the extent practicable, emphasize functional or performance criteria while limiting design or other detailed physical description to those necessary to meet the needs of the [State].”
- “It is the general policy of the [State] to procure standard commercial products whenever practicable. In developing specifications, accepted commercial standards shall be used and unique requirements shall be avoided, to the extent practical.”

The key to writing a good specification is to clearly define quality. The more the potential contractor knows about the quality that Mn/DOT expects, the more closely the contractor can meet that expectation and the more competitively he will be able to submit his lowest bid.

In *construction* contracts, there are well established engineering based specifications that can be cited that correlate quality with the end products, like penetration tests for bituminous, slump tests for concrete mix, density tests for compaction, etc. These are qualitative and measurable by project engineers and inspectors.

Likewise, in the case of contracts for *supplies*, like manufactured products and other items for a common and general use, there are universally developed specifications, qualified products lists, etc. that can be used as a model.

The challenge is writing contracts for *service work*, which is often the case in contracting for maintenance work. The unavailability of defined quality standards and performance measures often leads to service work being contracted out based on *quantitative* specifications (as opposed to *qualitative*), i.e., number of lane miles seal coated, number of acres sprayed, number of square feet cleaned, number of sewers pumped, etc. Worse yet are service contracts where, even though general expectations are understood and even cited, the pay items are based on hours worked, quantity of material placed, miles treated, etc. In these cases, the profit motivators are on speed, efficiency, maximizing outputs, etc, even at the expense of quality. Service contracts which do not include clearly defined qualitative expectations, which are not clearly measurable and that are not related to pay items are very difficult to manage. They are also most susceptible to unacceptable cost/benefit.

Quality expectations can often be written into contracts using special provisions clauses, like response time, delivery time, start/completion time, etc. In the case of equipment, special provisions may include parts availability, fuel consumption, filter supply, extended warranties, etc. An important key, however, is that the consequence of failing to meet special provision be clearly defined, ideally in terms of monetary terms, like penalty for failure to deliver units by a prescribed time, rental cost of replacement unit during downtime waiting for parts/breakdowns, etc.

The point is that writing service type contracts is a very difficult task and requires a very high understanding of the service being requested and takes a lot of lead time to do well. Maintenance managers and superintendents need to understand fully the pitfalls of assigning the task to a person unfamiliar with the product or task, writing incomplete specifications, writing

specifications in a hurry, etc. Good contract managers know that competitive prices generally come from soliciting the most number of bids (as opposed to the least), that it will be difficult and time consuming to argue quality of results if the contract did not include clear and measurable performance measures, and that quality of product is derived most easily by tying expectation to the pay item.

Contrary to common thinking in government, it is not the low-bid system that leads to unsatisfactory products and services; it is inadequately written specifications.

6-1.03 Contracting Authority

Our state constitution and laws provide for a form of “limited” government. This means that Mn/DOT cannot enter into a contract simply because it is a good idea to do so. Mn/DOT must have statutory authority to enter into a particular type of contract.

[Minnesota Statutes Chapter 16C](#) provides the legal authority and laws governing state contracting in general. The Commissioner of Administration is responsible for all contracting by, for, and between state agencies, though the Commissioner may choose to delegate contracting authority to agencies. Mn/DOT has generally been delegated broad authority for contracting, subject to oversight by the Department of Administration.

[Minnesota Statutes §161.20](#) authorizes the Commissioner of Transportation to enter into agreements with political subdivisions as necessary to carry out the Commissioner’s responsibility to construct, maintain and operate the trunk highway system.

[Minnesota Statutes §161.32](#) authorizes the Commissioner of Transportation to contract for construction and maintenance work on the trunk highways.

Other statutes also provide authority for specific types of contracts. For example [§165.07](#) authorizes agreements with other states to construct and maintain interstate bridges, and [§160.282](#) authorizes rest area service contracts with organizations employing needy elderly persons.

6-1.04 Contract Signature Authority

Below is a short list of Mn/DOT employees with delegated authority to sign contracts. This list is not comprehensive. It covers only the most common types of contracts, and does not include many of the "specialty" contracts. Signature authority for other types of contracts (e.g. grants) has been delegated to other managers throughout the department. Delegations are specific to the person, not the position, and must be rescinded and reissued as staff changes occur. Delegations are also at the discretion of the Commissioner and change from one administration to the next. Please contact Contract Management if you have questions about "who" can sign "what" documents.

- Construction Contracts – State Highway Projects
 - Office Director, Construction Office
- Professional/Technical Agreements
 - Division Director, Program Management
 - Division Director, Operations, Safety and Technology
 - Division Director, Engineering Services
 - Division Director, District Operations
- Joint Powers
 - Division Director, Operations, Safety and Technology
 - Division Director, Engineering Services
- Partnership Agreements – Shared Facilities
 - Division Director, District Operations
 - District Engineers
- Public Partnership Agreements – Excluding Shared Facilities
 - Division Director, Operations, Safety and Technology
 - Division Director, Engineering Services
- Interagency Agreements, Not Personnel Related
 - Division Director, Program Management
 - Division Director, Operations, Safety and Technology
 - Division Director, State Aid for Local Transportation
 - Division Director, Engineering Services
 - Division Director, District Operations
- Detour Agreements
 - Division Director, Program Management
 - Division Director, District Operations
 - District Engineers
- Routine Maintenance Agreements
 - District Engineers
- Memorandum of Understanding
 - Division Director, Operations, Safety and Technology
 - Division Director, Engineering Services
- Technical and Engineering Services and Agreements with Other Road Authority
 - Division Director, State Aid for Local Transportation
- Snow Removal Agreement
 - Division Director, District Operations
- Lighting Maintenance Agreements
 - Division Director, District Operations
 - District Engineers
- Light Post Construction Agreement
 - Division Director, District Operations
 - District Engineers

Certain personnel in the Mn/DOT Contract Management Section have been granted the authority to sign most contracts on behalf of the Department of Administration.

6-2.0 TYPES OF CONTRACTS

The Department of Transportation enters into many forms of contracts when it does not have the personnel or equipment to accomplish its tasks. These contracts range from major maintenance projects to professional services to purchase of equipment and supplies. Contracts fall into three broad categories 1) payable, 2) receivable, and 3) no cost or "barter" contracts.

6-2.01 Payable Agreements

Payable agreements are those which require others, public or private, to perform maintenance on the transportation system for which Mn/DOT pays the agreed cost; thus termed "payable".

The most common of these are the routine maintenance agreements. In a routine maintenance agreement, a political subdivision agrees to maintain the trunk highways within its corporate boundaries. Mn/DOT agrees to pay a negotiated price commensurate with the time and effort required by the municipality. The negotiated price may be lump sum annual, lump sum per mile or per item, or based on an hourly rate to perform the task. The contents of any specific agreement should detail the conditions and requirements of the specific work to be done.

Other examples of payable agreements are self-descriptive and include:

1. Extraordinary Maintenance
2. Frontage Road Maintenance
3. Landscape Maintenance
4. Winter Maintenance
5. Detour Agreements
6. Trail Maintenance
7. Blanket Agreement

6-2.02 Receivable Agreements

Receivable agreements provide for Mn/DOT to perform maintenance on transportation systems under the jurisdiction of other units of government in exchange for monetary payment; thus termed "receivable."

The most common receivable agreements are snow and ice control agreements. These are agreements with other units of government by which Mn/DOT agrees to remove snow from property which is under the jurisdiction of the local government. These agreements state that Mn/DOT will respond to the municipality's request for service only after trunk highways are open. Mn/DOT is paid at the rates set forth in the agreement. These rates are for equipment and labor and include overhead and fringe benefit additives.

Other kinds of receivable agreements include:

1. Winter Maintenance
2. Patrol Car Maintenance

3. Airport Runway Maintenance
4. Harvesting Hay on the Right-of-Way
5. Scrap Iron Disposal
6. Recyclable Sign Material Disposal
7. Used Oil Disposal

6-2.03 No-cost Agreements

No-cost (also called “barter”) agreements are used when the parties desire to exchange one service or privilege for another, rather than for cash. For example, it may be more efficient to have the state maintain a stretch of county road in exchange for the county maintaining a stretch of state highway. A local government might also be permitted to establish a drainage pond on state right-of-way in exchange for agreeing to maintain the pond.

The typical genesis for this type of agreement is often:

1. New Construction Project (see 6-2.03.01)
2. Construction Authorized by an Access or Construction Permit (see 6-2.03.02)
3. Existing Maintenance Responsibility Understanding That Is Not Formally Covered Under A Written Agreement (see 6-2.03.03)
4. Construction Authorized by a Limited Use Permit (see 6-2.03.04)

Another example of no-cost agreements involves sharing of front end loaders at deicing chemical sites.

6-2.03.01 New Construction Projects

Typically, these contracts result from the construction, on Mn/DOT right-of-way, of ponds or other structures for the benefit of a local government unit (LGU). The LGU agrees to accept all or partial (routine) maintenance responsibility as consideration for using Mn/DOT right-of-way or Mn/DOT paying for the construction.

New construction projects can be broken into two categories:

1. Those with a cooperative construction agreement and
2. Those without one.

6-2.03.01.01 With a Cooperative Construction Agreement

For new construction projects with a cooperative construction agreement, maintenance responsibilities should be addressed in such agreement. The Central Office Municipal Agreements Unit currently writes cooperative construction agreements for state-let projects with the District Design project manager initiating the agreement request.

Cooperative construction agreements follow the guidelines on maintenance responsibilities presented in Mn/DOT’s Cooperative Construction Projects Policy.

Currently District involvement is limited to review of or providing input on the maintenance provisions for the agreement draft. The key contact person for incorporating Maintenance concerns into cooperative agreements is the Design or State Aid project manager.

District Maintenance receives a copy of the executed agreement. A paper copy should be filed in the applicable file. Additional copies should be made and distributed to the applicable Superintendent as needed.

6-2.03.01.02 Without a Cooperative Construction Agreement

For new construction projects without a cooperative construction agreement maintenance agreements may be required and are written by the District. These projects can be either state aid or state let.

These projects are the type most susceptible to being constructed without the necessary Maintenance responsibilities being defined by agreement. The key to prevent this is early identification of those projects where maintenance agreements are needed. Currently this need is identified by either the project manager or by Maintenance during Maintenance's involvement in scoping, layout review, or plan review.

6-2.03.02 Construction Authorized by an Access or Construction Permit

In some cases a governmental unit, state agency, or some other entity will request and receive a permit to construct something on Mn/DOT right-of-way. A good example is a city wanting to construct landscaping on Mn/DOT right-of-way. The District Maintenance Permits Unit will issue the applicant a permit to perform the construction after a maintenance agreement has been executed where the applicant will be responsible for all maintenance of those items permitted on Mn/DOT right-of-way. Maintenance agreements written for this purpose should have a provision requiring the agency receiving the permit to remove the permitted items and restore the right-of-way to a condition acceptable to Mn/DOT if the right-of-way is later needed for trunk highway use. Sometimes the permit language will suffice and a separate Maintenance Agreement is not needed, however, it is important to include a copy of the permit in the same file(s) as the agreements so that it can be easily located in the future.

6-2.03.03 Informal Agreements

There are many cases, perhaps over several years, where a city or county is providing maintenance services on Mn/DOT right-of-way based only on a verbal agreement or handshake, i.e. without a written agreement. This appears to occur most frequently at grade separated interchanges built by Mn/DOT where the local jurisdiction crossroad is maintained by the city or county but the cooperative construction agreement covering the interchange did not address Maintenance responsibilities.

It would be to the District's benefit to have the existing understanding incorporated into a binding agreement. This can be difficult to accomplish since it can be time consuming to

sort through all associated issues such as municipal street or county road designation, future turnback plans, incomplete turnbacks, etc. Also the city or county may not be willing to enter into a binding agreement when they are not obligated to do so without some incentive. They may prefer the status quo arrangement. Be aware that over time, turnover in personnel may complicate the perpetuation of verbal agreements.

Whenever the opportunity presents itself to negotiate and process an agreement to cover these types of situations, it should be pursued. For example, say a City was making an application for a permit for landscaping on Mn/DOT right-of-way and there is a similar existing landscaping at the same or a different location within the City that is not covered by an agreement. This is the perfect opportunity to cover both areas of landscaping in the same maintenance agreement because it provides Mn/DOT with a negotiating position to do so and it is also a benefit to the City, who is making the request for new landscaping.

6-2.03.04 Construction Authorized By A Limited Use Permit

Limited use permits (LUP) are issued by District Right of Way to allow specifically defined use of Mn/DOT right-of-way by some other organization, state agency, or governmental unit. A good example is a pedestrian bridge over a trunk highway where the abutments are constructed on Mn/DOT right-of-way. The LUP should specify all maintenance is the responsibility of the permittee. If all applicable maintenance responsibilities are not defined in the LUP a separate maintenance agreement is needed. An example is the Metropolitan Airport Commission's LUP for their return to terminal bridge at the TH 5 airport entrance. This LUP addresses the bridge maintenance responsibilities but does not address maintenance of the landscaping. A separate no-cost maintenance agreement is needed for the landscaping.

6-3.0 CONTRACTS WITH PRIVATE PARTIES

6-3.01 Roadway Contractors

6-3.01.01 Roadway Related Regular Bid Letting

Major maintenance works such as resurfacing or concrete joint cleaning and resealing follows the format of construction contracts. All materials and procedures used should conform to the requirements of our current Standard Specifications for Highway Construction.

The work must be identified, a plan must be developed, special provisions must be written and a bid proposal must be prepared. The project is advertised a minimum of three (3) weeks before letting. This letting is usually on the department's regular letting day. In special cases a different letting date may be scheduled to meet the requirements of the planned project. Project supervision, inspection and administration are identical to that of a construction contract.

In general, contract projects are identified, designed, developed, supervised and administered in the District, following guidelines and procedures governed by the Mn/DOT Contract Administration Manual.

For major maintenance contracts, the District should prepare an adequate plan and special provisions for the contemplated work. The contents of any specific proposal should detail the project location, conditions and requirements of the specific work to be performed and estimated quantities. This request should include a proposed letting date, engineers estimate, funding source, starting and working dates, special traffic control requirements, and any special instructions. The District will prepare the proposal, arrange for advertising and letting and expedite the contract letting. This request should be sent to the Office of Technical Support-Pre-Letting a minimum of five to fourteen (5-14) weeks prior to the proposed letting date, depending on whether or not it is a Process A or Process B letting.

1. The Process A project consists of small projects which are minor in scope. These projects contain no more than 50 plan sheets and comprise less than 20 pay items. The typical Process A project is prepared by the District and processed within 5 ½ weeks of letting by the Pre-Letting Unit.
2. The Process B project consists of plans that need Central Office approval. A typical Process B project may require special provisions prepared and approved by the District specialty units such as lighting, signals, Traffic Management Center, or by Office of Bridge. A Process B project might require utility coordination and possible special agreements. Typical Process B projects must be turned in at least seven (7), perhaps up to fourteen (14) weeks, before letting. Contact the Pre-Letting Office for guidance.

6-3.01.02 Roadway Related Negotiated Contracts

Minnesota Statutes §161.32, Subdivision 2 provides that the Commissioner may enter into a contract for work through direct negotiation when the estimated cost of the work does not exceed \$150,000. This may be done by obtaining two or more quotations without advertising for bids or otherwise complying with the requirements of competitive bidding. However, all quotations must be kept on file for a period of one year from the date of their receipt.

Since Mn/DOT benefits from having as much free and open competition for contracts as possible, this procedure should be used sparingly, and is generally recommended only for urgent situations. An example of an urgent situation would include work that doesn't rise to the level of an emergency (see the following section), but weather or other factors require the work to be completed sooner than the regular letting schedule (or even a special letting date) can accommodate.

The District Engineer may submit these projects, with the appropriate information in memo format to the Office Director of Technical Support.

The criteria for negotiated contract are:

1. State funded projects
2. No utilities conflicts

3. All Right of Way requirements have been met (non-encroachment certificates)
4. No new Right of Way required.
5. No agreements required
6. No permits required (except NPDES)
7. 8½" x 11" plans preferred
8. State Pre-letting, Land Management, and State Design Engineer's signature not required. The designers signature is required (PE).

The full project turn-in package includes the following elements:

1. Concurrence memo from District Engineer to State Design Engineer
2. Turn-in memorandum
3. Plan
4. All Special Provisions including Time and Traffic in electronic format and hard copy

For additional information, consult the Pre-Letting Services Processes Manual.

6-3.01.03 Roadway Related Emergency Contracts

Emergency contracts are governed by the provisions of State Statute 161.32, Subdivision 3. In an emergency, contracts may be let without advertising for bids. An emergency is defined as a condition, on a Trunk Highway right of way, that necessitates immediate work in order to keep the highway open to traffic.

In an emergency, your first and foremost obligation is to secure the area, protect public life and safety, prevent further damage to infrastructure, and then to restore mobility. At your earliest opportunity, contact the Office of Maintenance for issuance of an "Emergency Order" and assistance on proceeding with an emergency contract.

An Emergency Order is the document that authorizes you to enter into a contract without regard to the state's bidding laws, so whenever practicable, it is important to have that document in hand prior to engaging a contractor. In some cases, the gravity of the danger to the public or the urgency of restoring mobility may require you to act before the order can be issued. Emergency situations require the application of sound judgment, and a balancing of the interests of preserving mobility and complying with the letter and spirit of contracting laws.

Emergency situations run the gamut from widespread weather or terrorism-related disasters declared by the President or Governor, to local emergencies such as a bridge structure damaged by an errant vehicle. It is possible that the Department of Homeland Security (through FEMA) may reimburse Mn/DOT for some emergency-related expenses. Work closely with the Office of Maintenance to ensure that proper procedures are followed and documents maintained to be eligible for available reimbursement.

Although soliciting quotes from at least two contractors is advisable if time permits, emergency procedures permit you to proceed with just one quote. You can determine how many, and which, contractors to seek quotes from, based on your judgment of their availability and capability to perform the work. Your files should document your determination that the prices are fair and reasonable, just as you would do for a supplemental agreement. The Estimating Unit of the Pre-Letting Section can assist you with this determination.

6-3.02 Building Construction/Repair

6-3.02.01 Building Related Construction Contracts

This type of contract is one for the design, construction, alteration, improvement, repair or maintenance of buildings, including truck stations, salt sheds, rest areas, etc. The proposal package includes plans, specifications and special provisions.

This process is managed in the Office of Maintenance, Facilities Section for projects up to \$1.5 million and through the Department of Administration for projects over \$1.5 million. The Facilities Section coordinates development of the bidding package.

6-3.02.02 Building Related Negotiated Contracts

Negotiated building contracts are handled similar to negotiated roadway contracts covered in the [Roadway Related Negotiated Contracts](#) section of this manual.

6-3.02.03 Building Related Emergency Contracts

Building repairs generally would not fall under the emergency authority for highway work. Urgent building repairs may, of course, be needed to protect the life, health, and safety of occupants or to prevent further accelerated damage to the building.

If time permits, contact the Central Office buildings section and Contract Management Section for assistance in obtaining emergency approval from the Department of Administration. If time does not permit such contact, solicit bids from one or more contractors, negotiate a contract and commence with the repairs. Contact Contract Management at the earliest opportunity.

6-3.03 Consultant/ Professional and Technical Services Contracts

This type of agreement is for professional and technical services that are intellectual in character and that include consultation analysis, evaluation, prediction, planning or recommendation; and that result in the production of a report or the completion of a task. These contracts generally do not involve provision of supplies and materials. Consultant agreements are written and administered by [Mn/DOT's Consultant Services Office](#).

Some examples of professional and technical service contracts include:

1. Design
2. Materials testing
3. Asbestos and hazardous waste testing and removal
4. Construction inspection
5. Storm sewer inspection and cleaning

6-3.03.01 Regular Consultant Contracts

If you have identified a need for, or have questions about a professional/technical services contract, you should contact District Consultant Contracts Coordinator. They have received special training in preparing and administering consultant contracts and will explain the process and paperwork necessary for such a contract.

In general, contracts valued at \$5,000 or less can be done through a “direct selection”, without a competitive process. Contracts with a value exceeding \$5,000 require competitive selection through a Request for Proposals (RFP) process. Mn/DOT has many programs in place to help expedite the consultant contracting process (for example T-contracts, pre-qualified lists, and M-contracts). Your District Consultant Contract Coordinator will advise you of the options and help you select the correct program. Providing as much lead time as possible is important. While some contracts can be done in a matter of days, a contract requiring a full RFP process can take up to three months.

Do not authorize consultants to begin work early. Authorizing a consultant to begin work before funds are encumbered and a contract is fully executed is a violation of Minnesota law.

6-3.03.01.01 Emergency Consultant Contracts

There may be cases where you need a consultant urgently, for example to assess a bridge that has been struck by a truck. You should immediately contact your District Consultant Contract Coordinator or the Contract Management Section. They can provide information on the emergency authorization procedure under Minnesota Statutes §16C.05, subdivision 2a. An emergency situation is generally defined as “a threat to public health, welfare, or safety that threatens the functioning of government, the protection of property, or the health or safety of people”. When emergency authorization is granted by the Department of Administration, a consultant may be authorized to begin work prior to having a fully executed contract without incurring a violation of Minnesota law.

6-3.04 Vendors of Supplies & Services

6-3.04.01 Materials

A good general reference to this area is the Mn/DOT Materials Management Manual that was dated 1985.

6-3.04.01.01 Materials Emergency Contracts

For emergency acquisitions of supplies and materials (e.g. asphalt material, traffic control devices, etc.), contact your District's authorized purchasing agent for assistance. Some materials may already be available on Mn/DOT or Admin contracts, and your authorized local purchaser can purchase off of those contracts, or expedite emergency purchases through another process.

Federal assistance also may be available in some cases of emergencies.

6-3.04.01.02 Material Procurement Contracts

Maintenance materials are purchased, by contract, in two different ways. They are purchased through master contracts or as needed.

Many supplies and materials are available through master contracts bid out periodically by Mn/DOT or the Department of Administration. Examples include vests and other safety reflective clothing, pavement marking material, and crushed rock salt.

Materials are also acquired by request for bid purchased on an "as needed" basis. The purchases can be made any time of the year in large or small amounts. Some examples of "as-needed" purchases are:

1. Snow plow blades
2. Traffic sign blanks
3. Reflectorized sign materials
4. Striping sign blanks, and
5. Bituminous materials

When you need to acquire supplies or materials, contact your District's authorized purchasing agent for instructions and forms.

6-3.04.02 Equipment Purchases and Rental

Generally, Mn/DOT purchases equipment out of budgeted funds base on type of equipment, i.e.: Road Equipment, Electronic Equipment, Shop Equipment, Office Equipment, Data Processing Equipment, etc. Purchasing methods include contracts, requests for proposals, request for bids, phone quotes, etc. MnDOT follows the guidelines and procedures as documented in the Materials Management Division Procurement Manual prepared by the Department of Administration.

Depending on the type of equipment you need to purchase or rent, it may be available on an existing contract, or it may need to be purchased on a one-time basis. Contact your District's authorized purchasing agent for forms and instructions.

6-3.04.03 Maintenance Services

This type of contract is one for any non-professional/technical services ([Minnesota Statutes §16C.02, subdivision 16](#)). This could include, for example, contracts for rubbish removal, parts washer, septic tank service, custodial services, etc. Requests for these types of services should be directed to your District's authorized local purchasing agent.

6-3.05 Utility Agreements

Performance of a maintenance project may require that a utility relocate or protect its facilities. Early coordination with the affected utilities and the Utility Agreements section is critical. The Utilities Engineer may issue a notice and order requiring the utility to relocate or protect its facilities. Depending on the nature and location of the facilities the utility owner may or may not be entitled to compensation for such actions. This type of agreement is governed by Minnesota Statutes § 161.45 and §161.46 and Minnesota Rules 8810.3300, subpart 3. Utility agreements are contracts between Mn/DOT and private or public utility companies to reimburse or recover the costs associated with relocation due to highway construction or maintenance. Utility Agreements are prepared by the Utility Agreements Unit in Mn/DOT's Office of Technical Support.

6-3.06 Railroad Agreements

If maintenance is being performed within a railroad right-of-way, the railroad may need to provide flaggers for the protection of workers and the traveling public. The railroad section of the Office of Freight and Commercial Vehicle operations prepares agreements with railroad companies to provide flaggers for maintenance projects in the railroad right-of-way, or to have the railroad perform maintenance of crossing surfaces.

6-3.07 Living Snow Fence Agreements

Living Snow Fence Agreements generally involve negotiating an agreement with an adjoining landowner for the planting of trees or retention of un-harvested cornstalk for the purpose of snow drift control.

Living Snow Fence Agreements are written and processed at the District level. Templates and a process checklist for preparing and executing Living Snow Fence agreements are available on line.

6-4.0 CONTRACTS WITH GOVERNMENTAL ENTITIES

Mn/DOT may enter into maintenance-related contracts with other governmental entities. Usually such contracts are with local governments, but Mn/DOT also enters into contracts with other state agencies, and with other sovereign governments such as the federal government, another state, or an Indian tribe.

6-4.01 Local Governments (Townships, City, Counties)

Mn/DOT may enter into maintenance-related contracts with political subdivisions of the State of Minnesota. Political subdivisions includes all levels of local government, such as counties, cities, towns, watershed districts, school districts, special districts, joint powers organizations, and the metropolitan council.

6-4.01.01 Roadway Repair and Maintenance

6-4.01.01.01 Routine Maintenance Agreements

Mn/DOT enters into agreements with Local Governments to

1. Pay the local government to maintain a section of trunk highway within the local government's boundaries;
2. Receive money from the local government for Mn/DOT maintaining a local street;
3. Swap (barter) maintenance of trunk highway and local street sections to facilitate more efficient operations.

Maintenance agreements may be limited to snow and ice control, or may be for year-round maintenance. These agreements may also be limited to a specific purpose, e.g. guardrail replacement or repair of sign knockdowns. Most routine maintenance agreements are established on a biennial basis.

Routine maintenance agreements are the responsibility of the District, with assistance and oversight provided by the Municipal Agreements Unit.

Routine Maintenance Agreement templates and checklists are found on line.

6-4.01.02 Equipment Rental/Services Contracts

Mn/DOT may enter into agreements with Local Governments to lend or borrow equipment, or to provide or receive services. Examples include borrowing trucks from the Department of Natural Resources, sharing salt sheds with local governmental agencies, exchanging winter sand and chemicals for use of front end loaders, etc.

Typically, many of these exchanges have been arranged on an unwritten "handshake" basis. These deals do, however, raise serious legal and financial concerns, that should be addressed through a formal written agreement. These types of deals can be handled as joint powers agreements, partnership agreements or through a blanket partnership agreement.

6-4.01.03 Cooperative Construction Agreements (Municipal Agreements)

A major trunk highway maintenance project could be combined with an adjacent local road maintenance project and administered through a cooperative construction contract, as either a

state or local project. Requests for cooperative construction agreements are initiated by the district, and agreements are prepared by the Municipal Agreements Unit in Technical Support. For more information, see the [Municipal Agreements website](#).

6-4.01.04 Joint Powers Agreements

A joint powers agreement is with one or more local units of government, other states, or the federal government and is written to do work for each other, share resources, allow joint or cooperative execution of any power common to the contracting parties, or authorize one party to use its powers on behalf of another party. This agreement may or may not involve exchange of money but if it derives income to Mn/DOT, the money is retained in the Trunk Highway Fund (as opposed to the District operating fund).

Examples of uses of joint powers agreements include:

1. Sharing of equipment or other resources
2. Joint acquisition of right-of-way
3. Performance of extraordinary maintenance
4. Agreement with a watershed district

A template for a joint powers agreement can be found online at the [Office of Maintenance](#).

If the arrangement is that Mn/DOT will be receiving money from the other governmental entity, you may want to consider using a [partnership agreement](#), in which case, the money is retained in the District operating fund.

6-4.01.05 Partnership Agreements

This type of agreement is governed by [Minnesota Statutes §174.02](#) with either a governmental or a non-governmental partner to promote efficiencies in providing governmental services or to further the development of innovation in transportation for the benefit of the citizens of Minnesota. A partnership agreement may involve services "in-kind" or an exchange of resources with a non governmental party. The legislation requires that Mn/DOT annually report what partnerships were formed and how much money was involved. Partnership proposals must be approved in advance through the Mn/DOT Partnership Coordinator in the Office of Maintenance. Partnership Agreements are usually written by the Mn/DOT's Partnership Coordinator, but may be written by Municipal Agreements, by Contract Management, or by the District.

The key feature of this type of agreement in contrast to a joint powers or interagency agreement is that a dedicated receivables account can be set up to allow payments received from the other party to be appropriated back to the District or office budget. In contrast, receivables from joint powers and interagency agreements are placed into the Trunk Highway Fund.

A template is not currently available thus you should contact The Office of Contract Management for assistance in ensuring this is the correct agreement type for your situation and for assistance in writing and processing a partnership agreement.

To request approval to establish a partnership agreement, the Partnership Proposal Form needs to be submitted.

6-4.01.06 “Blanket” Partnership Agreements

Mn/DOT has established “blanket” partnerships with many local governments. This allows Mn/DOT Districts to receive direct reimbursement from the local government when performing work such as laboratory services and sign fabrication. Once the “blanket” agreement is signed, it allows work to be requested by the local government via a written request (such as a purchase order or email), and accepted in writing by memo or email. This allows a District to perform numerous small, routine types of services without doing a formal written agreement each time, and yet still receive reimbursement to the District budget. This process cannot be used for sharing of facilities or personnel, as there are additional legal concerns associated with such agreements. Information on all partnership agreements is available from the Partnerships Coordinator in the C.O. Maintenance Office.

6-4.01.07 State Aid Master Agreements

Mn/DOT’s District State Aid offices have established many “master agreements” with counties (and a few cities). These agreements allow Districts to enter into payable work order contracts with local governments in a more expedited manner than a normal joint powers agreement. Work orders under this program can be signed by the District Engineer. They can also generally be signed by the local government’s engineer without board or council action. These agreements can be used to (1) have the local government perform professional/technical or administrative services, such as design, right-of-way assistance or setting up public meetings; (2) have the local government let a contract for and oversee construction work on the trunk highway in conjunction with a local project, for example by combining Mn/DOT crack-sealing work into the local crack-sealing contract; and (3) have the local government’s forces perform maintenance work on the trunk highway, such as repairing sign knock-downs, fixing damaged guardrail, and removing animal carcasses. This third option may be particularly useful for locations that cannot be easily serviced from a Mn/DOT truck station, but where there are county or city crews readily available.

The master contracts and work orders are administered by the District State Aid Engineer. Form templates and process instructions are also available on the Contract Management IHub site, under the heading “Local Agency TH Projects”.

6-4.02 Contracts with Other State Agencies

Mn/DOT may enter into maintenance-related agreements with other Minnesota State Agencies. These agreements can be used for a variety of purposes, for example, to provide for snowplowing at a state veterans home, to share equipment with the DNR, or to have a

community college present mechanic training. These arrangements can be documented in either a regular interagency agreement or an interagency partnership agreement.

6-4.02.01 Interagency Agreements

This type of agreement is entered into between two or more state agencies, such as the Department of Natural Resources, the Department of Administration, or a MnSCU college (but not the University of Minnesota or Metropolitan Council).

This type of agreement is virtually unlimited in purpose, duration, or dollar amount. It needs only to be in furtherance of the agencies statutory powers. Preparing and executing these agreements is fairly simple. The agreement must provide a sufficiently defined scope of duties and payment details to ensure accountability for, and measurability of, results. Agreements must be signed by officials of each agency with properly delegated authority and also by Mn/DOT's Contract Management Section. It is strongly advised that you have a draft of the agreement reviewed by Contract Management prior to routing for signatures.

The interagency agreement template can be found on the Contract Management IHub site under the "general" tab.

6-4.02.02 Interagency Partnership Agreements

Mn/DOT may enter into a "partnership" agreement with another Minnesota state agency. You would use this type of agreement when you want a receivable to be directed to a specific purpose, rather than going by default into the Trunk Highway Fund.

As each partnership has its own unique features, there is no template partnership agreement. Contact the Partnership Coordinator in the Office of Maintenance for information and directions on preparing a partnership proposal, and for assistance with drafting the partnership agreement.

6-4.03 Contract with Other Sovereign Governments

Mn/DOT may enter into agreements with other sovereign governments, such as the federal government, governments of other states, Canadian provinces, and Indian tribes. Contracting with other sovereign governments presents unique issues relating to enforceability of agreements, applicability of tort claims acts and other state laws, and handling of data under the Data Practices Act. Consult with Contract Management when drafting any agreement with another sovereign government.

6-4.03.01 Indian Tribes

Mn/DOT may enter into maintenance-related agreements and partnership agreements with Minnesota's sovereign Indian tribes.

6-4.03.01.01 Highway Contracts with Tribal Authorities

Mn/DOT, pursuant to [Minnesota Statutes §161.368](#) may enter into cost sharing agreements with Indian tribal authorities for the purpose of providing maintenance, design, and construction to highways on tribal lands. This would include having Mn/DOT pay the tribe to perform such work. This is very similar to a Joint Powers Agreement ([see 6-4.01.04](#)) except that the purposes of the agreement are more constrained. The above-cited law has unique features relating to state court jurisdiction and immunity from suit. A draft of an agreement must be reviewed by Contract Management prior to routing it for signature.

6-4.03.01.02 Tribal Partnership Agreements

Mn/DOT may enter into a partnership agreement with an Indian Tribe. This type of agreement is governed by [Minnesota Statutes §174.02](#) with either a governmental or a non-governmental partner to promote efficiencies in providing governmental services or to further the development of innovation in transportation for the benefit of the citizens of Minnesota. See [6-4.01.05](#) for more information on partnership agreements.

6-4.03.02 Agreements with Other States or Federal Government

Mn/DOT may, pursuant to [Minnesota Statutes §471.59](#) and [Minnesota Statutes §174.02](#), enter into joint powers agreements and partnership agreements with other states or the federal government. See section [6-4.01.04](#) for information on joint powers agreements and section [6-4.01.05](#) for more information on partnership agreements.

6-4.03.02.01 Bridge Agreements with Adjacent States or Provinces

Mn/DOT may, pursuant to [Minnesota Statutes §165.07](#), enter into agreements with adjoining states for the construction and maintenance of interstate bridges. Mn/DOT may also, pursuant to [Minnesota Statutes §165.08](#), enter into agreements with the Canadian Government, or of a province thereof, for the construction, maintenance, operation and repair of such international border bridges.

Bridge agreements are prepared and administered by the Office of Bridges and Structures.

List of Referenced Website Links and Hyperlinks

Below are the URL's for the hyperlinks in the chapter. This section is intended to be used as a resource if the hyperlinks are not working correctly.

- 6-1.01 1. Code of Ethics for Employees in the Executive Branch (M.S. §43A.38)
http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=2005§ion=43A.38&keyword_type=exact&keyword=code+of+ethics
2. Mn/DOT Construction Administration Manual
<http://www.dot.state.mn.us/const/tools/conadminmanual.html>
2. Office of Maintenance
<http://www.dot.state.mn.us/maint/>
- 6-1.03
1. Minnesota Statutes Chapter 16C
http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP&year=2005§ion=16C&keyword_type=exact&keyword=contracts
2. Minnesota Statutes §161.20
http://www.revisor.leg.state.mn.us/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=161.20
3. Minnesota Statutes §161.32
http://www.revisor.leg.state.mn.us/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=161.32
- 6-3.03 1. Mn/DOT's Consultant Services Office
<http://www.dot.state.mn.us/consult/index.html>
- 6-3.04.03
1. Minnesota Statutes §16C.02, subdivision 16
http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP&year=2005§ion=16C&keyword_type=exact&keyword=contracts
- 6-4.01.05
1. Minnesota Statutes §174.02
http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=174.02&image.x=18&image.y=8
- 6-4.03.01.01
1. Minnesota Statutes §161.368
http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=161.368&image.x=31&image.y=6

6-4.03.02

1. Minnesota Statutes §471.59

http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=471.59&image.x=3&image.y=8

6-4.03.02.01

1. Minnesota Statutes §165.07

http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=165.07

2. Minnesota Statutes §165.08

http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=165.08&image.x=12&image.y=5

References:

Below are the sources that were used during the research portion of this chapter.

1. Construction Tools – Manuals. Minnesota Department of Transportation. 23 Sept. 2006 <<http://www.dot.state.mn.us/const/tools/conadminmanual.html>>
2. Minnesota Statutes Chapter 16C. 2005. Minnesota Office of the Revisor of Statutes. 23 Sept. 2006 <http://www.revisor.leg.state.mn.us/bin/getpub.php?pubtype=STAT_CHAP&year=current&chapter=16c>.
3. Minnesota Statutes § 161.20. 2005. Minnesota Office of the Revisor of Statutes. 23 Sept. 2006 <http://www.revisor.leg.state.mn.us/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=161.20>.
4. Minnesota Statutes § 161.32. 2005. Minnesota Office of the Revisor of Statutes. 23 Sept. 2006 <http://www.revisor.leg.state.mn.us/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=161.32>.
5. Minnesota Statutes § 165.07. 2005. Minnesota Office of the Revisor of Statutes. 23 Sept. 2006 <http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=165.07&image.x=29&image.y=2&image=Get+Section>.
6. Minnesota Statutes § 160.282. 2005. Minnesota Office of the Revisor of Statutes. 23 Sept. 2006 <http://ros.leg.mn/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=160.282&image.x=34&image.y=8&image=Get+Section>.
7. Cooperative Construction Project Policy. June. 2001. Minnesota Department of Transportation. 23 Sept. 2006 <<http://www.dot.state.mn.us/metro/stateaid/ftp/ds11.pdf>>.
8. Mn/DOT Standard Specifications for Construction. 2005 and 2000 Editions. Minnesota Department of Transportation. 23 Sept. 2006 <<http://www.dot.state.mn.us/tecsup/spec/>>.
9. Municipal Agreement Program Project Tracking Tables. 2006. Minnesota Department of Transportation. 23 Sept. 2006 <<http://www.dot.state.mn.us/metro/stateaid/cooperat.html>>.
10. Office of Maintenance. Minnesota Department of Transportation. 23 Sept. 2006 <<http://www.dot.state.mn.us/maint/index.html>>.
11. Mn/DOT Office of Contract Management. Minnesota Department of Transportation. 23 Sept. 2006 <<http://www.dot.state.mn.us/eocm/contMan.html>>.
12. Minnesota Statutes, Session Laws and Rules. Minnesota Legislature Home Page. 23 Sept. 2006 <<http://www.leg.state.mn.us/leg/statutes.asp>>.

13. Office of Technical Support. Minnesota Department of Transportation. 23 Sept. 2006
<<http://www.dot.state.mn.us/tecsup/index.html>>.
14. Professional Technical Consultant Services. Minnesota Department of Transportation. 23 Sept. 2006 <<http://www.dot.state.mn.us/consult/index.html>>.
15. Local Government. Minnesota State Government Online. 23 Sept. 2006
<<http://www.state.mn.us/portal/mn/jsp/content.do?subchannel=-536879913&id=-8494&agency=NorthStar>>.
16. Contract Administration Manual,
<http://www.dot.state.mn.us/const/tools/conadminmanual.html>
17. Code of Ethics for Employees of the Executive Branch
http://www.revisor.leg.state.mn.us/bin/getpub.php?pubtype=STAT_CHAP_SEC&year=current§ion=43A.38
18. Standard Specifications for Highway Construction,
<http://www.dot.state.mn.us/tecsup/spec/index.html>