

**STATE OF MINNESOTA  
PROFESSIONAL AND TECHNICAL SERVICES  
WORK ORDER CONTRACT**

This Work Order Contract is between the State of Minnesota, acting through its Board of Water and Soil Resources (BWSR) and Mille Lacs Soil and Water Conservation District (SWCD). This Work Order Contract is issued under the authority of Master Joint Powers Agreement (MJPA) T-Number 179PA - 121651, SWIFT Number 152858, and is subject to all provisions of the MJPA which is incorporated by reference.

**Work Order Contract**

**1 Term of Contract**

1.1 *Effective date: February 1, 2017*, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

**The SWCD must not begin work under this Work Order Contract until it is fully executed and the SWCD has been notified by the State's Authorized Representative to begin the work.**

1.2 *Expiration date: January 31, 2022*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 SWCD's Duties**

Easement Delivery

Market the programs. Attend training sessions. Assist landowners in completing applications for funding of easement. Conduct screening committee meetings (when applicable). Perform on-site investigations and surveys. Perform courthouse searches (when required). Conduct regularly scheduled inspections of completed easements. Report on findings, and perform corrective actions and associated enforcement as described in program guidance.

Phase 1: Funded application through title clearing

Obtain landowner signatures on the Reinvest in Minnesota (RIM) Agreement for Conservation Easement and forward to the State. Assemble Agreement Package Information and send to BWSR. Order legal boundary survey, if necessary. Coordinate with landowner to ensure delivery of updated abstracts to the title agent. Hire, direct and pay for services provided by title agent. Receive and review title commitment and associated documents. Coordinate with landowner to ensure objectionable exceptions appearing on the title commitment are cleared to the satisfaction of the State.

Phase 2: Title clearing through easement recording

Obtain landowner signatures on the RIM Conservation Easement. Deliver signed original easement to the title agent, provide instruction to title agent regarding gap check and recording. Receive and review title policies from title agent. Install boundary posts and signs.

Phase 3: Preparation and implementation of conservation plan

Field inventory and evaluation. Develop conservation plan with landowner. Develop seeding and maintenance plan. Reference wetland construction plan when appropriate. Plan implementation assistance to landowners. Complete and submit applicable forms for payment. Provide plan implementation assistance to landowner. Field inspections as necessary.

Plan Development for Wetland Restorations

Perform topo survey/site assessment for simple project design **OR** Assist in topo survey/site assessment for complex projects.

Construction Implementation for Wetland Restorations

Staking/layout. Construction oversight. Final quantity checks. As-built plans.

**3 Consideration and Payment**

3.1 **Consideration.** The State will pay for all services performed by the SWCD under this Work Order Contract as follows:

(A) **Compensation.** The SWCD will be paid up to \$700.00 for easement delivery (See following page[s] for easement numbers).

(B) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the SWCD under this Work Order Contract will not exceed \$700.00.

3.2. **Invoices.** The SWCD will prepare and submit invoices for payment using the State's invoice template (Exhibit B, available on BWSR's website) for the services actually performed. The State will promptly pay the SWCD upon receipt and approval by the State's Authorized Representative. Invoices will be accepted only during the months of February, May, August and November of each year during the life of the contract.

**4 Project Managers**

The State's Project Manager is William L. Penning at 651-539-2567. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The SWCD's Authorized Representative, Susan Shaw, or his/her assign. If the SWCD's Authorized Representative changes at any time during this Work Order Contract, the SWCD must immediately notify the State.

**5 E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of \$50,000, SWCD certifies that as of the date of services performed on behalf of the State, SWCD will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. SWCD is responsible for collecting all SWCD certifications and may do so utilizing the E-Verify SWCD Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All SWCD certifications must be kept on file with SWCD and made available to the State upon request.

**SIGNATURES AS REQUIRED BY THE STATE.**

**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: [Signature]

Date: 2/8/19

CFMS Contract No. A- 300010273  
Cont # 1528356

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)

Title: Easement Section Manager

Date: 02/20/19

**2. CONTRACTOR**

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

By: [Signature]

Title: District Administrator

Date: 2-14-2019