



Le Sueur County, MN

Tuesday, December 22, 2015

Board Meeting

Item 7

9:55 a.m. Darrell Pettis, County Administrator/Engineer

RE: 2015 End of the Year Actions

RE: Reappoint Connolly to Aging Services

RE: Budget line item changes

RE: Elected Official Salaries

RE: TH 112 Consultant Agreement

RE: TH 112 Draft Jurisdictional Reversion Agreement

RE: JD #1 Repair Request

RE: Final Contract with Frattalone Companies, Inc.

Staff Contact:

End of the Year Board Action Items:

On motion by _____ seconded by _____ and approved, the Board adopted the following resolution setting the 2016 mileage reimbursement rate:

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the mileage reimbursement for Le Sueur County Employees to be the Federal IRS mileage at 54 cents per mile and 2 cents per mile additional for those Water Patrol Officers while pulling a water patrol boat for the year 2016.

On motion by _____, seconded by _____ and approved the Board adopted the 2016 Per Diem Rate:

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the 2016 Per Diem at \$50.00 per half day and \$80.00 per full day, effective January 1, 2016.

On motion by _____ seconded by _____ and approved, the Board set the 2016 Per Diem Eligible Committees as follows:

2016 PER DIEM ELIGIBLE COMMITTEES

Personnel Policy Committee, Scenic Byway Alliance, Family Services Collaborative, Labor Management, Historical Society, Union Negotiations, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOG, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, Personnel Interviews, all AMC Policy Committees, AMC, NACO, Le Sueur - Waseca Community Health Board, Planning & Zoning matters, Tri-County Solid Waste, Cannon River Matters, MSSA, Mental Health Advisory, Immtrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, MV River Watershed Committee, Ney Foundation, **Envision 2020**, Parks, Le Sueur – Scott Joint Drainage Authority, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., Employee Reclassification Committee, German – Jefferson Sewer District, Regional Radio Board, GBERBA, Middle MN River Watershed, SHIP (Statewide Health Improvement Program), **Aquatic Invasive Species (AIS) Committee**, **Safety Policy Committee**, **Insurance Review Committee**

and any other newly created committees recognized by the County Board in the year 2016.

On motion by _____, seconded by _____ and approved, the following resolution was adopted:

BE IT RESOLVED: that all members of the County Board, the Human Services Director, the County Engineer / Administrator, and the VSO are hereby designated as Association of Minnesota Delegates for Le Sueur County in 2016.

BE IT FURTHER RESOLVED: that all officials and their delegates are hereby authorized to attend all meetings called by their respective associations, regional and national, including regular meetings called during the year 2016, and

BE IT FURTHER RESOLVED: that all out of state meetings must be requested in person by the Department Head before the County Board.

On motion by _____, seconded by _____ and approved, the Board established the 2016 annual base salary of the Le Sueur County Board of Commissioners to be \$28,228 plus cafeteria benefits as negotiated by the Union Contracts.

On motion by _____, seconded by _____ and approved, the Board adopted the following resolution setting the 2016 Le Sueur County hours of operation:

THEREFORE BE IT RESOLVED: That all employees except for public safety and the county highway department employees shall have their normal work week at 39.5 hours in 2016.

BE IT FURTHER RESOLVED: That the normal hours of operation for the County Courthouse and Planning and Zoning Office shall be 8:00 a.m. to 4:30 p.m. on Mondays thru Thursday and 8:00 a.m. to 4:00 p.m. on Friday for 2016.

**You must complete your timesheets by
Wednesday, December 23 by NOON!**

Proposed 2015 Road and Bridge Budget Line Item Changes

Revenue

Account Number	Line Item Description	Approved 2015 Budget	Proposed Budget Amount	Difference	Comments
10-300-5558	Misc Reimbursement	\$9,427,900	\$2,800,000	\$6,627,900	CSAH 23 Project Delay + CSAH 3
10-300-5885	Township Bridge	\$0	\$475,932	-\$475,932	Funds received in 2015 for 2014 work
10-300-5893	State Aid Regular Construction	\$907,907	\$1,254,500	-\$346,593	Borrow ahead for CSAH 26 & 28
10-300-5895	State Aid Municipal Construction	\$421,100	\$635,000	-\$213,900	Seal Coat and CSAH 35 Projects
10-300-5896	Bridge Bonds	\$343,323	\$0	\$343,323	Bridge Bonds not available for projects
10-300-5898	Sale of Material to City	\$20,000	\$420,000	-\$400,000	CSAH 3 and CSAH 35 Reimbursement
10-304-5896	State Aid Bonds	\$7,432,100	\$525,000	\$6,907,100	Bonds proceeds not divided SA and CIP
10-304-5941	Bond Proceeds	\$0	\$9,800,000	-\$9,800,000	CIP and SA bond proceeds placed in this account

\$2,641,898 (This is a reduction in Revenue)

Expenditures

Account Number	Line Item Description	Approved 2015 Budget	Proposed Budget	Difference	Comments
10-301-6389	State Aid Contracts	\$10,923,523	\$5,600,000	\$5,323,523	CSAH 23 Project
10-301-6390	State Aid Municipal Contracts	\$5,737,239	\$4,600,000	\$1,137,239	CSAH 3 work remaining, 52 bridge
10-301-6392	County Contract Payments	\$1,000,000	\$1,260,000	-\$260,000	CR Seal Coat
10-302-6301	Hired Equipment	\$10,000	\$155,000	-\$145,000	Culvert Replacements
10-301-6390	State Aid Municipal Payments	\$549,739	\$300,000	\$249,739	Project Finals
10-302-6495	Supplies-Road Repair & Maint	\$175,000	\$255,000	-\$80,000	Striping
10-302-6496	Supplies - Aggregate / Asphalt	\$450,000	\$265,000	\$185,000	More aggregate, less asphalt
10-302-6605	Buildings and Structures	\$180,000	\$365,000	-\$185,000	Waterville Joint Facility
10-302-6497	Supplies - Road Salt	\$110,000	\$160,000	-\$50,000	
10-302-6610	Major Road Equipment	\$662,500	\$720,000	-\$57,500	Replace Unit 25
10-303-6415	Motor Fuel	\$400,000	\$275,000	\$125,000	Reduced fuel prices
10-303-6445	Equipment Repair / Supplies	\$175,000	\$310,000	-\$135,000	Cutting Edges

\$ 6,108,001.00 (This is a reduction in Expenditures)



Building a Better World
for All of Us®

November 12, 2015

RE: Le Sueur County, Minnesota
TH 112 Turnback - Design Engineering
SEH No. P-LESUR 133073 10.00

Darrell Pettis, PE
County Engineer/County Administrator
Le Sueur County Highway Department
88 South Park Avenue
Le Center, MN 56057-1644

Dear Mr. Pettis:

The State Highway Jurisdictional Transfer Program provides funding to align roads under the jurisdiction that makes the most sense. State ownership may be transferred to the County and in this case the road becomes part of the County State Aid Highway system (CSAH). Such transfers typically involve repairs or maintenance on the road before it is transferred.

Le Sueur County is scheduled to receive \$25 million from the State turnback account over a period of time between 2018 and 2022 to assist in funding improvements involved with the turnback of TH 112 to Le Sueur County. The rural portion of the turnback project will include a 10.7 mile project comprised of approximately 9.7 miles of reconstruction and 1.0 miles of overlay (see attached Location Map). An additional urban section within the City of Le Sueur is proposed at a later date.

Short Elliott Hendrickson Inc. (SEH®) is excited to have the opportunity to serve Le Sueur County and to submit this proposal/agreement to provide preliminary and final design services for the TH 112 Turnback Project. This proposal describes the scope of services and estimated fees required to prepare the design and construction documents for the rural 10.7 acres of TH 112.

Our approach to this project is two phased. Phase I includes topographic surveys, information gathering and field investigations, prepare preliminary designs, identify the critical design constraints, and prepare updated cost estimates. Phase II includes detailed designs, plan production, land acquisition services, and bidding.

PRELIMINARY DESIGN/SURVEYING/WETLAND SERVICES (PHASE I)

Surveying Services

Topographic Surveying

During the proposal preparation process, we have investigated with County staff the viability of utilizing elevation data collected through the use of low altitude drone survey flights. To-date, approximately 3 miles of the 10.7 mile project has been flown by the survey drone. Through discussions with County GIS and Engineering staff, we feel that at this time it will not be practical to fly the remaining 7+ miles of the project without knowing more about the accuracy, viability, and practicality of the drone collected data. As

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 12 Civic Center Plaza, Suite 2088, Mankato, MN 56001-7787
SEH is 100% employee-owned | sehinc.com | 507.388.1989 | 877.316.7636 | 888.908.8166 fax

part of our services to the County on this project, we are proposing to compare the conventionally collected survey field data to the drone collected LiDAR data. In addition, we will review the practical application of the drone data within our AutoCAD Civil 3D design software applications. We will review our findings with County staff in order to provide direction for future applications of the drone.

It has been assumed that the entire project will require conventional topographic surveying of the roadway and right-of-way corridor with the assumption of not being able to rely on the drone data. All culverts and bridges will be located and sized, along with marked utilities from the Gopher One Call. Critical topographic items will be surveyed, which include power poles, visible utilities, fences, visible tile inlets, and buildings within 100 feet of center line. No creek flood cross sections are proposed to be included. Edge of woods will be surveyed, without surveying individual trees. Cross sections will be surveyed 100 feet left and right of centerline with the "crops out" and utilizing an ATV and to collect data with GPS (0.15 foot vertical accuracy). Adjacent roads will be surveyed along center line profiles, 500 feet left and right.

Base map(s) will be prepared for use by engineering designers.

ROW Platting

SEH survey staff will research the parcel descriptions for approximately 30 property owners. The TH 112 centerline alignment will be field located and created in the office for comparison purposes. Parcel descriptions of affected land owners will be analyzed and plotted. Right-of-way sheets will be drafted showing the affected owners' names and their areas, at a scale of 200 feet per inch. There is estimated to be 11 sheets including the title sheet. Mylars will be produced for signatures and recording.

Assumptions:

- The title research will be completed by an abstract company or by the County Attorney's office with costs billed directly to the County. The cost for this work is not included in our fee estimate. An approximate cost of \$10,000 could be budgeted for the title work.
- Seventy section land corners will need to be found and surveyed with GPS. It is estimated that 31 of the necessary land corners do not have "Certificates of Location" (45%). The cost would be expected to be between \$2,000 and \$4,000 per corner. The County Surveyor would generally certify land corners, however, the County Surveyor does not anticipate having time or budget to certify all within the time frame of this project. As a result of that, SEH would do "Certificates of Location" on an unknown number of these Land corners. This cost is not included our fee estimate. An additional hourly fee for such work would be estimated at approximately \$100,000.
- County official reviews will take place, with their comments.

Wetland Services

Wetland Delineation

One of the initial tasks for this project is to complete wetland delineations within the proposed construction limits. The National Wetlands Inventory and Public Waters Inventory identify 12 wetlands in the project limits. Review of aerial photographs has identified approximately 24 wetlands, or areas that would require a field assessment. The project area contains drain tile, and some inlet structures may be present, which can confound the wetland delineations.

Wetland delineations will be completed in accordance with United States Army Corps of Engineers 1987 Manual and the Midwest Regional Supplement. The adjacent agricultural land use may also necessitate the use of crop slide review, if the project would encroach into cropped area. All areas meeting wetland criteria will be identified and flagged in the field. Wetland boundaries will be mapped using a sub-meter

accurate Global Positioning System. The location of the wetlands will be provided in electronic format for inclusion in project plans.

Wetland Delineation Report

Within three weeks of the completion of the field delineation, we will provide a wetland delineation report. The report will contain a summary of the delineated wetland characteristics, wetland data sheets, representative site photographs, and the wetland delineation results. The report will be provided as an electronic delivery in pdf format for preliminary review by Le Sueur County.

With approval by Le Sueur County, SEH will provide a copy of the delineation report to the Le Sueur Soil and Water Conservation District, which administers the Minnesota Wetland Conservation Act (WCA), and will coordinate review with the Technical Evaluation Panel. The United States Army Corps of Engineers (USACE) also regulates the wetlands in the project area, and will be provided a copy of the report. A request will be made at submittal to complete a field review of the wetland boundaries. This meeting may serve as a pre-application discussion. If the field review results in any adjustments to the wetland boundary, they will be modified by SEH and provided in electronic format as the final approved boundary.

Wetland Permitting

It is anticipated that wetland impacts will occur, and that permission to impact those wetlands will be required. Permits will be required under the WCA, and for Section 404 of the Clean Water Act. As there are also crossings of Public Waters, Minnesota Department of Natural Resources (MNDNR) permitting is also required, if the crossing will be modified. The extent of permitting needed is dependent on the quantity of wetland impacts, but it is assumed that impacts will be moderate and a normal level of effort will be required.

Prior to completion of the wetland permit applications, SEH will assist the County with determining the project Purpose and Need, and assisting with the sequencing process. Sequencing is the requirement to identify opportunities to reduce impacts through alternatives analysis, avoidance, and minimization. Once these exercises have been completed, a Wetland Permit Application will be prepared. This application will identify the project, define the purpose and need, summarize sequencing, and a replacement plan. The application will require graphical depiction of all the temporary and permanent impacts, in both plan and profile formats. If the Public Water crossings are modified, the hydraulic analysis will be required, as well as processing through the electronic submittal system used by the MNDNR. Signatures will be required by the project proposer responsible for compliance with the permit conditions. SEH will act as agent to allow representation in the process.

It is assumed that wetland mitigation will be provided by the Board of Water and Soil Resources (BWSR), as the project is expected to be a safety improvement, and/or meet current state aid design standards. Additional discussion of these standards may be needed as part of the permit application processing. If wetland credits cannot be provided by the BWSR, purchase of wetland credits from a private bank would be utilized.

Timelines

We understand that timing of permitting is not currently critical, with construction proposed to occur in 2018. With these considerations, we propose to complete the wetland delineation in late spring of 2016, and have approved wetland boundaries by July 2016. Draft wetland permits will be completed in conjunction with the 90% plans, and final submittals when either the plans have been finalized or when it has been determined that all of the impacts have been finalized. Wetland permitting would be completed over the winter of 2016-2017, which will allow for permits in hand approximately one year prior to start of construction.

Preliminary Design/Layouts

We will prepare a preliminary project management plan and include a detailed project schedule. We will conduct a kick-off meeting with key SEH and County staff early in the preliminary design process. We will compile the information gathered from field surveys, right-of-way reviews, wetland investigations, utility information, and our field reconnaissance. We will coordinate obtaining quotes for geotechnical work, including soil borings, R-value determination and pavement section recommendations. We assume the geotechnical work will be contracted directly with the County and have not been included in the fee estimate.

We will prepare preliminary alignments, profiles and cross-sections to assist in identifying the magnitude of impact to adjacent parcels and to assist in identifying key design and right-of-way constraints and earthwork needs. We will investigate drainage needs, current drainage conditions, drainage ditches and tile systems. We will prepare a preliminary layouts to illustrate the scope of the project, right-of-way and land acquisition needs as well as temporary easement needs. We will prepare updated cost estimates based on 2015 and early-2016 bid prices to forecast an updated project budget. We will meet with County staff to conduct a 30% plan review meeting to review project progress, findings and design constraints.

FINAL DESIGN/LAND ACQUISITION/BIDDING SERVICES (PHASE II)

Final Design Services

Following the 30% review meeting with County staff, we will move into detailed designs, full plan production and preparation of construction documents.

SEH will conduct utility design coordination meetings with the affected utilities in the area. We will gather additional filed data that may be needed or discovered during the preliminary design phase. We will prepare detailed roadway designs, profiles, cross-sections and ditch grading. We will finalize right-of-way and temporary easement needs to provide direction to the land acquisition specialist (see below). We will work with the geotechnical findings and address any special needs areas identified in the soil borings. If special roadway design sections are warranted, SEH geotechnical engineers will address those needs on an as needed basis.

SEH will complete a detailed hydraulic review for submittal and review at State Aid. The hydraulic review will include the analysis and hydraulic review of at least two of the three box culvert ditch crossings. SEH water resources and structural staff will complete layouts and prepare plans for the necessary box culverts replacements or extensions as needed.

SEH will conduct 60% and 90% plan review meetings with County staff prior to completion of plans and submittal to State Aid. SEH will complete plans and specifications which meet the required State Aid standards for a rural highway. Plans will be prepared in preparation of submittal to MnDOT State Aid and the subsequent review.

It is anticipated that public meetings will be held during the design phase to give effected property owners and the general public an opportunity to review the proposed improvements and provide feedback to the SEH designers and County staff. SEH will prepare for and conduct up to three public meetings in an open house format.

Right-of-Way Acquisition Services

SEH understands that Le Sueur County is anticipating the widening of TH 112 right-of-way to 100 feet from Le Center to Le Sueur prior to the proposed reconstruction. Our research shows that a four mile stretch of TH 112 from where TH 112 turns toward the east and Le Center to the junction with County

Road (CR) 15 was acquired by MnDOT by easement to a width of 100 feet and 2003 plats show acquisition in 90 degree corner. It is assumed that these portions of TH 112 will not require any additional acquisition. The remaining portion of TH 112 appears to have a prescriptive easement only.

For the basis of this proposal we have estimated approximately 75 parcels will be affected.

Brad King, Real Estate Specialist and Real Estate Broker, will provide the following acquisition services:

- Attend one public information meeting.
- Mail Early Notice of Acquisition letters to all property owners.
- Complete Field Title Reports.
- Prepare and present offer letters.
- Negotiate with owners as necessary.
- Prepare transfer documents approved by or provided by Le Sueur County.
- Deliver signed documents and files to county officials.

SEH understands that Le Sueur County will provide the following:

- Title work
- Appraisals or Comparable Sales Book as necessary
- Filing of conveyance documents
- Eminent Domain

SEH will provide these land acquisition services for a fee not to exceed \$170,000, including expenses.

Bidding Services

SEH will work with County staff to establish a competitive and appropriate bid opening date. SEH will administer the distribution of Bidding Documents through the SEH website and their partners at QuestCDN and DocuNet. Given the size of the project, the likely phasing of the project, we would propose to hold a pre-bid meeting. We will assist contractors in addressing bidding questions. We will attend the bid opening, compile and tabulate bids, and provide a recommendation of award.

It is understood and anticipated that Le Sueur County staff will administer the construction contract. Our services would then be complete with the preparation and successful execution of construction contracts.

SEH PROJECT TEAM

Chris Cavett, PE, from our Mankato office will serve as project manager for this project. Chris and his staff in Mankato have managed numerous local State Aid transportation projects. Most recently Chris managed the Le Sueur County CSAH 3/Fifth Street project in Montgomery, constructed in 2015. The majority of the work on this project will be provided by local staff from our Mankato and Rochester offices, with support from specialty disciplines in our St. Paul office.

Below is a list of the key SEH TH 112 team members and their roles on this project. Additional information about any of the team members can be provided upon request.

Chris Cavett, PE – Project Manager/Client Service Manager

Mr. Cavett is a well-established client service manager, project manager and city engineer with 25 years experience serving the needs of local agencies. His duties include planning, design and construction administration services for local utility and transportation projects. Chris served eight years in the public sector as the assistant city engineer for the City of Maplewood. He was responsible for annual capital

improvements planning and the operations of the engineering division, administration of improvement projects, management of consultants, developer reviews and negotiations, as well as daily resident needs. More detail about Chris' transportation experience is provided on the attached resume.

Jeff Rhoda, PE – Senior Transportation Engineer

Mr. Rhoda is a project manager with extensive experience in transportation engineering including all elements of preliminary and final design services, operations and safety studies, and construction contract administration related to traffic and roadway improvements. Jeff's experience in traffic and transportation projects has included projects for numerous municipal, county, state and private clients.

Chris Knutson, PE – Professional Engineer

Mr. Knutson is a project engineer with eight years of civil engineering experience with SEH. Chris brings experience with several different municipalities and counties in project coordination, survey, planning, design, cost estimating and performed construction administration.

Doug Scott, EIT – Graduate Engineer

Mr. Scott is a civil engineering graduate from Minnesota State University-Mankato with one and a half years of experience. Doug immediately gained valuable experience in design and construction observation on urban CSAH roadway and utility projects. Prior to joining SEH, Doug interned for the Blue Earth County Highway Department assisting with construction observation and surveying. Doug is experienced with AutoCAD Civil 3D, MicroStation, EPA Net, and HydroCAD.

Chad Jorgenson, EIT – Graduate Engineer

Mr. Jorgenson is a civil engineering graduate from the University of Minnesota-Duluth with two years of experience working with the SEH transportation group on various traffic/transportation engineering projects. Prior to joining SEH, Chad gained valuable knowledge as an intern for three years with MnDOT in the Office of Land Management. Chad is proficient in software programs including Synchro/SimTraffic, HCS, AutoCAD Civil 3D, Autodesk Revit and ArcGIS.

Doug Rude, PLS – Professional Land Surveyor

Mr. Rude is Department Head of Surveying with 41 years of experience in all facets of surveying. Doug's responsibilities include design and location services for bridge and highway projects, construction staking, land title surveys, and platting and official mapping.

Brad King – Real Estate Specialist

Mr. King currently serves as a Real Estate Specialist with extensive experience in various construction, design and right-of-way capacities. Brad has spent more than the past decade exclusively devoted to the completion of numerous right-of-way projects. His duties include acquiring right-of-way for public improvement projects, preparing field title reports, relocation and the review of title and ownership information. He is very experienced with all aspects of DOT acquisition, relocation and negotiations based on his many years of working on IDOT, MnDOT and WisDOT projects.

Deric Deuschle, CWD – Scientist / Aquatic Ecologist

Mr. Deuschle is a senior scientist with 16 years of environmental consulting and ecological research experience. Deric is an aquatic ecologist and leader of SEH's Natural Resources Team. Deric provides project management and technical leadership for wetland services, such as delineations, permitting, mitigation siting and design, and monitoring.

Rebecca Beduhn, CWDIT – Graduate Scientist

Ms. Beduhn is a Wetland Biologist and Minnesota Certified Wetland Delineator (In-Training). Rebecca has a background in wetland science, soil science, geographic information systems (GIS), global positioning systems (GPS) and water resource science. Rebecca primarily provides wetland services, such as delineations, monitoring and permitting.

Rebecca Nestingen, PE – Water Resources Engineer

Ms. Nestingen is a professional engineer with eight years of experience with SEH in hydrology, hydraulics, and the treatment of water and wastewater. Rebecca has worked on hydrologic and hydraulic design of storm sewer systems, worked on dam feasibility studies, completed Stormwater Master Plans (SWMP), large rain gardens, and channel stabilization measures.

Timothy Diedrich, PE – Water Resources Engineer

Mr. Diedrich is a professional engineer with experience in water resources engineering including hydraulic analysis, revetment design, grading, drainage and civil site design, erosion and sediment control plan preparation, construction administration and production of plans, specifications and estimates (PS&E) for multi-discipline projects.

Wayne Wambold, PE, PMP – Senior Geotechnical Engineer

Mr. Wambold is a senior geotechnical engineer with 21 years of geotechnical experience with SEH, including soil improvement, roads, levees, dams, floodwalls, retaining walls, modular block walls, and reinforced slopes. Wayne has also worked in dewatering, building foundations (spread footings and piles), bridge foundations, river erosion control works, cellular coffer dams, and pipelines. His analytical experience includes lateral loads, settlement analysis, bearing capacity, slope stability, buried pipe loading, seepage, and pile capacity.

PRELIMINARY ESTIMATE OF PROJECT COST MAGNITUDE

In the preparation of this proposal, scope of services, and development of a fee proposal, we have prepared a preliminary estimate of the probable range of costs for construction. Our conservative estimates put the construction of this portion of the project (9.7 miles of reconstruction and 1.0 mile of mill and overlay) at between \$18M and \$20M in 2015 dollars. With estimated inflation, the estimated 2018 construction costs are expected to be between \$21M and \$23M.

As noted above, during the preliminary design and final design phases we will continue to update these cost estimates based on more detailed design and construction cost information.

PROPOSED FEES

We propose to provide the services outlined above, and as summarized below and on the attached detailed task hour budget for the following estimated fees:

Phase I: Preliminary Design, Surveying, and Wetland Services

Project Development/Pre-Design/Layouts	\$128,000
Topographic Survey Services	\$35,000
ROW Platting Services	\$82,000
Wetland Services	<u>\$10,000</u>
Total Phase II	\$255,000

Phase II: Final Design, Land Acquisition, and Bidding Services

Final Design/Construction Documents	\$783,000
Land Acquisition Services:	\$170,000
Bidding Services:	<u>\$12,000</u>
Total Phase III:	\$965,000

Total Phases I and II: **\$1,220,000** Hourly, Not-to-Exceed

The proposed fees for professional services do not include costs for the following items as described in the scope of services:

- Geotechnical Exploration / Soil Borings
- Exploratory excavations during the design phases to locate critical drain tile lines
- Title Work / Appraisals / Filing Conveyance Documents / Eminent Domain
- Certification of Location of Land Corners

Most of these services are anticipated to be contracted directly with the County by others or provided by the County. In the case of Certification of Location of Land Corners, SEH can provide that service at an additional cost, as described in the scope of services for right-of-way platting.

Our services are proposed to be complete upon the award of the construction contract. We would be available on an on-call/as-needed basis during construction to answer questions.

Please contact me with any questions regarding the fees or scope of services described above.

ANTICIPATED SCHEDULE

The anticipated schedule for the TH 112 Turnback Project has been illustrated below and can be adjusted to meet the needs or desires of Le Sueur County.

Preliminary Design Phase (Phase I)

- | | |
|---|-----------------------------|
| • County Board Authorizes Engineering Agreement | November 2015 |
| • Topographic Surveys | November–December 2015 |
| • Preliminary Designs/Preliminary Hydraulic Reviews | December 2015–February 2016 |
| • Right-of-way Research/Boundary Analysis | December 2015–May 2016 |
| • Preliminary Right-of-Way Plat | June 2016 |
| • Preliminary Wetland Review | March 2016 |
| • Wetland Delineation/Report | May/June 2016 |
| • 30% Plan Review with County | May/June 2016 |
| • Begin Phase II - Final Design | June 2016 |

Final Design Phase (Phase II)

- | | |
|--|---------------------|
| • Final Design and preparation of Construction Documents | June 2016–June 2017 |
| • Land Acquisition Services | June 2016–May 2017 |
| • 1st Public Meeting-Open House | July 2016 |
| • Approved Wetland Boundaries | July 2016 |
| • 60% Plan Review with County | October 2016 |
| • 2nd Public Meeting-Open House | January 2017 |
| • Complete Wetland Permits | Spring 2017 |
| • 90% Plan Review with County | May 2017 |
| • MnDOT State Aid Submittal/Plan Review | June/July 2017 |

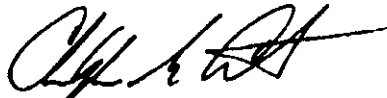
- Final Plan Revisions August 2017
- State Aid Final Plan Approval/Authorization to Bid September 2017
- Advertising for Bids October–December 2017
- Bid Opening December 2017
- Le Sueur County Board considers Award of Bid January 2018
- 3rd and Final Public Meeting-Open House February 2018
- Preparation and execution of Construction Contracts February 2018
- Construction on First Phase Begins Spring 2018

Please contact us with any questions or comments concerning this proposal/agreement.

Thank you! It is an honor for SEH to have this opportunity to provide these proposed professional services to Le Sueur County for this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Christopher M. Cavett, PE
Project Manager

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Enclosures

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AGREEMENT

This letter will serve as a Supplemental Agreement to the Agreement for Professional Services between Le Sueur County and SEH, dated October 11, 2005.

If you are in agreement with proposed scope of professional services as outlined above in this Proposal for the TH 112 Turnback Project located in Le Sueur County, Minnesota, please sign both copies of this agreement, keep one copy for your files, and return one copy to our office.

ACCEPTED BY LE SUEUR COUNTY, MINNESOTA

By: _____
County Engineer/County Administrator

Date: _____



By: _____

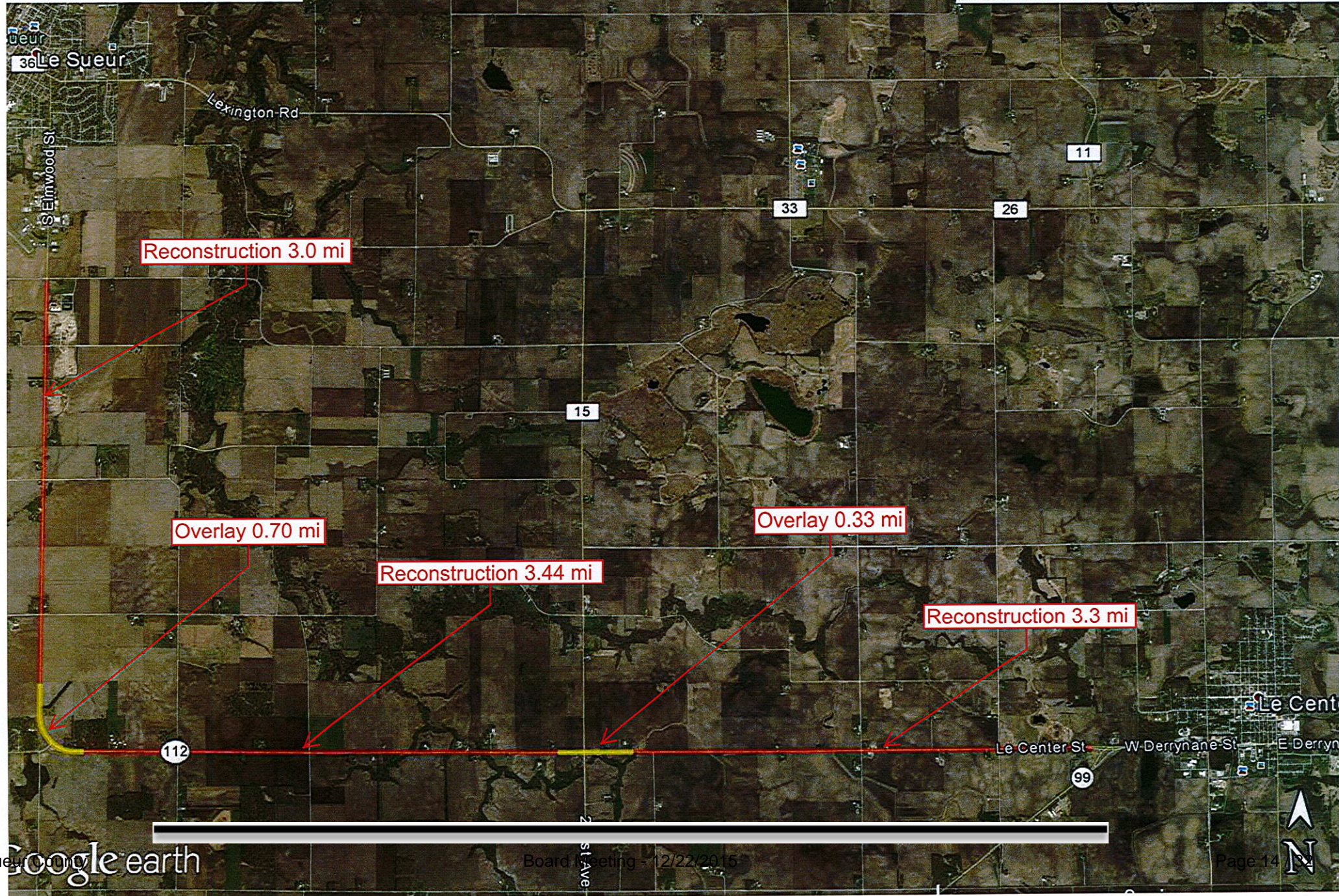
Date: _____

Le Sueur County

TH 112 Turnback
Scope of Project - Sept 2015

Legend

-  TH112 Turnback - Overlay
-  TH112 Turnback - Reconstruction



Christopher Cavett, PE

Associate/Project Manager/Client Service Manager

SEH OFFICE LOCATION

Mankato, Minn.

YEARS OF EXPERIENCE

SEH: 14

Industry: 25

EDUCATION

Bachelor of Science

Civil Engineering

University of Minnesota-
Minneapolis (1990)

Bachelor of Civil Engineering

University of Minnesota-
Minneapolis (1990)

Pre-engineering

Minnesota State University-
Mankato (1987)

PROFESSIONAL REGISTRATIONS

Professional Engineer in
Minnesota (#24719, 1996)

PROFESSIONAL ASSOCIATIONS

American Public Works
Association (APWA), Member
(1998–present)

Minnesota Public Works
Association (MPWA), Member
(1998–present)

City Engineers Association of
Minnesota (CEAM), Member
(1998–present)

COMMUNITY INVOLVEMENT

Engineer's Without Borders,
Minnesota State University-
Mankato, Mentor (2010–present)

Mr. Cavett is a well-established client service manager, project manager and city engineer with extensive experience serving the needs of local agencies. His duties include planning, design and construction administration services, and managing client needs. Chris served eight years in the public sector as the assistant city engineer for the City of Maplewood from 1997 to 2005. He was responsible for annual capital improvements planning and the operations of the engineering division, administration of improvement projects, management of consultants, developer reviews and negotiations, as well as daily resident needs.

Transportation Projects

Fifth Street/CSAH 3 Area Street and Utility Improvements (Le Sueur County) – Montgomery and Le Sueur County, Minn.

Project Manager for the planning, design and construction of a cooperative project between the City of Montgomery and Le Sueur County. This 1.6 mile project involves the coordination of county, city interests for the full reconstruction of streets and utilities in the project area. It required County State Aid review and approval for the 1.0 mile segment of CSAH. Proposed 2015 construction. SEH also assisted the City in applying for and receiving \$500,000 in \$0.5 Million in Local Road Improvement Program funding.

TH 21 and Saratoga Street Intersection and Pedestrian Trail Bridge Improvements (City of Marshall) – Marshall, Minn.

Project Manager for the preliminary, design, final design and construction administration of a street/intersection/bridge project. This project consisted of a modified "R-Cut" intersection to the trunk highway, as well as a proposed pedestrian bridge and trail along Saratoga Street (Municipal State Aid route). The project involved the coordination and management of multiple SEH disciplines. Project was under construction in 2015. Funding came through MnDOT's Corridor Investment Management Strategy (CIMS) funding.

TH 19 and 11th Avenue Intersection Improvements, Roundabout (City of New Prague) – New Prague, Minn.

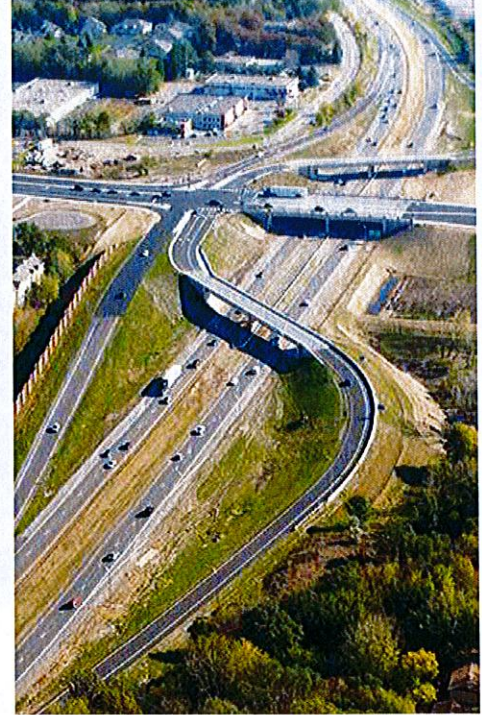
Project Manager and construction administration for a roundabout constructed on a trunk highway. Chris was responsible for planning, design and construction administration. This project was funded through State Cooperative Agreement and Federal Advanced Technology Program grants.



Right-of-Way Services

TYPES OF AGENCIES/ ORGANIZATIONS SERVED

- Airport Authorities
- Counties
- Municipalities
- Pipeline Companies
- Real Estate for Private Developers
- School Districts
- State Agencies
- Townships
- Utility Companies



SEH right-of-way specialists have the experience and credentials necessary to complete every facet of right-of-way projects. With Real Estate Agents/Brokers, Appraisers, Abstractors, Mapping Specialists, and Land Surveyors on staff, we deliver comprehensive right-of-way services from scoping through pre-acquisition, acquisition, relocation, and eminent domain. We've successfully completed property acquisition for highways/streets, utilities, airports, pipelines, and many other public works and infrastructure projects. Let us assist you in your next project and demonstrate our expertise while building a relationship of trust and respect.



Construction Cost Estimate

LeSueur County - TH 112 Turnback Preliminary Estimate - Magnitude of Construction Cost				
Item Description	Units	Unit Cost	Quantity	Total
PAVING AND GRADING (P & G) COSTS				
Bituminous Pavement (1)	ton	\$65.00	80,666	\$ 5,243,272
4" Concrete Walk	sq ft	\$6.00	0	\$ -
8" Concrete pavement	sq yd	\$50.00	0	\$ -
Concrete pavement	sq yd	\$70.00	0	\$ -
Class 5 Aggregate Base (1)	cu yd	\$22.00	61,502	\$ 1,353,049
Subgrade Excavation (1)	cu yd	\$10.00	160,981	\$ 1,609,813
Common Excavation	cu yd	\$10.00	115,456	\$ 1,154,560
Common Borrow	cu yd	\$8.00	115,456	\$ 923,648
Select Granular Borrow	cu yd	\$18.00	160,981	\$ 2,897,664
Mill Pavement	sq yd		0	\$ -
Curb and Gutter Design B624	lin ft	\$18.00	19,417	\$ 349,506
(a) Subtotal Paving and Grading				\$ 13,531,513
UTILITIES, REMOVALS, DRAINAGE, ETC.				
Removals/Clear and Grub		4.0%		\$ 544,461
Minor Utilities		2.0%		\$ 272,230
Signing, Striping, Traffic Control		5.0%		\$ 680,576
Erosion Control and Turf Establishment		5.0%		\$ 680,576
(b) Subtotal Utilities, Removals, Drainage, Etc.				\$ 2,177,842
DRAINAGE				
Storm Sewer		15.0%		\$ 2,041,727
(c) Subtotal Drainage				\$ 2,041,727
STRUCTURES/SIGNALS/MISC. COST				
Bridge Removal	sqft	\$15		\$ -
Bridge	sqft	\$250		\$ -
Culvert Extension	lin ft	\$2,000	40	\$ 80,000
Retaining Wall	sqft	\$100		\$ -
Interchange Lighting		\$480,000		\$ -
Intersection ADA	each	\$ 6,000.00		\$ -
Signal System	each	\$ 250,000.00		\$ -
(d) Subtotal Structural				\$ 80,000
(a+b+c+d) Subtotal Construction				\$ 17,831,081
Risk & Contingency		10.0%		\$ 1,783,108
TMP		2.0%		\$ 356,622
Mobilization		2.0%		\$ 356,622
(e) Subtotal Miscellaneous				\$ 2,496,351
(a+b+c+d+e) Total Construction				\$ 20,327,433
Administrative & Engineering				
RW Cost				
Total RW				\$
Total Estimated Cost				\$ 20,327,433
Inflation Adjusted Cost (18%)				\$ 23,986,371

\$/MI

\$ 1,900,000

\$ 2,242,000



TH 112 Turnback Reconstruction
Le Sueur County
November 12, 2015

DETAILED TASK HOUR BUDGET / COST ANALYSIS											
	Cavett Civil Engr PE	Knutson Prj Eng PE	Doug/Lee Graduate Engineer	Rude Licensed Surveyor	Graduate Surveyor	Pomplun Lead Tech	Solmonson Survey Lead	Deuschle Sr. NR Scientist	Beduhn NR Scientist	Admin Tech	Totals
Task 1.1 - Project Development / Preliminary Design / Layouts:											
Information Gathering /Project Scoping / Project Initiation /Project Management	160	20	4							10	194
Field Data Collection/Photos/Drone Data Review	2	80	40								122
Drainage Review / Culvert Reviews / Watershed Analysis / Preliminary Culvert Designs	8	100									108
Utility and as-built information gathering / Add to Base Drawing	2	16	24			16				2	60
Parcel Information, Property Owner List / Add to base Drawing	2		8							4	14
Prepare/review topographic base drawing	2	12	60								74
Prepare/mail letter for Property Owner Informational meeting (Assume 2 meetings and 2 Letters) / Calls	8	4								4	16
Prepare Information for and Attend/Conduct (up to 2) informational meetings / Compile Summary	16	24	16							2	58
Coordinate and Review soil borings and geotechnical recommendations (borings by others)	4	16								2	22
Preliminary Road width/alignment/geometrics/Preliminary cross-sections/Layouts	16	80	120								216
Preliminary Road section / Review ROW needs	8	60	80	14							162
Prepare for and attend 30% Review with County Staff	12	16								2	30
Prepare preliminary design level estimates of probable construction costs	8	16	24							8	56
Subtotal Hours this Task	248	444	376	14	0	16	0	0	0	34	1132
Total Fee for this Task	\$128,000										
Task 1.2 - Topographic Survey											
Survey Crew Management/Schedule/Gopher One/Misc Research/LS Review				12	8	12				2	34
Establish Control/Topographic Survey - full topo						4	200				204
Process Survey Data / Prepare Base Map						40					40
Subtotal Hours this Task	0	0	0	12	8	56	200	0	0	2	278
Total Fee for this Task	\$35,000										
Task 1.3 - ROW Platting Services											
Order Deeds / Title Opinion						50				2	52
Plats / Boundary Research						70					70
Crew Prep. / instructions			8								8
Boundary Analysis						120					120
Draft Graphic Plat				10		190					200
Draft Dedication Documents						10					10
In-house Plat Check / Delivery / County Submittal / Review with County				20		5	5				30
Changes / Final Review						10					10
Mylars / Signatures / Recording						20					20
Field Survey - Existing Property Corners							100				100
Field Survey - Set Property Corners							100				100
Subtotal Hours this Task	0	0	0	38	475	5	200	0	0	2	720
Total Fee for this Task	\$82,000										
Task 1.4 - Wetland Services											
Wetlands Delineation								1	16		17
Wetlands Delineation Report								2	32	1	35
Wetlands Permitting								4	45	1	50
Subtotal Hours this Task	0	0	0	0	0	0	0	7	93	2	102
Total Fee for this Task	\$10,000										



**TH 112 Turnback Reconstruction
Le Sueur County
November 12, 2015**

	DETAILED TASK HOUR BUDGET/COST ANALYSIS												Total Amount
	Cavett Civil Engr PE	Sr Eng / Sr RPR	Knutson Prj Eng PE	D. Scott Graduate Engineer	MK/HU Graduate Engineer	Rhoda Sr. Traffic Engineer	Jorgenson Traffic Engineer	King ROW Specialist	Wat Res Engineer	Geo Tech Engineer	Sr. Eng. Technician	Admin Tech	
Task 2.1 - Final Design / Construction Document Preparation:													
Project Management / Project Administration / Project Guide / Project Coordination Meetings	520		260	20	20	120	10		10	10	10	100	1,080
Quality Management Plan (QMP) / Quality Assurance Reviews	40	160										20	220
Incorporate ROW Plat Review for project area	8		24	16									48
Determine alignment/geometric design	12		24	40									76
Contact Utility Companies / Utility Design Meetings (assume 3)	18		36	8								6	68
Edit/finalize Road section and geometric design	4		32	20		8	40		8				112
Review Geotechnical Report and Recommendations	4		4						16				24
Design / Draft Section in poor soils area	4		4		24				80				112
Edit/finalize profiles / Earthwork Balance Review	8		40	160			4						212
Edit/finalize cross sections	8		40	160									208
Review Drainage Boundaries / Map Tile Lines / Analyze Hydrology	4		40		40				120				204
Culvert layouts and designs / Manage Tile Lines / Road Ditch design	4		40		40				200		40		324
Permanent Stormwater management	4		40						120				164
Determine plan sheet layout and cut plan sheets	4		40	20									64
Prepare / Review Title Sheet	2		4		4								10
Prepare / Review Statement of Estimated Quantities Sheets (2 estimate)	8		16		24								48
Prepare / Review Quantity Tabulation / Schedules Sheets (12 estimate)	6		12	20	40	4	16			4			102
Prepare / Review Typical Sections (10 estimate)	4		8	16									28
Prepare / Review Detail Sheets (2 estimate)	4		16		24								44
Prepare / Review Alignment Plan and Coordinate Tabulation (12 estimate)	2		8	32									42
Prepare / Review Removal Sheet (22 estimate)	4		20		132								156
Prepare / Review Plan & Profile (Road, Ditches and Culverts) Sheets (48 Estimate)	20		80	540					120				760
Prepare / Review Construction Notes, Standard Plates, etc.	16		40		80		8		16	8			168
Prepare for and attend 60 percent review with city staff / Progress Reports	12		24	16	16							8	76
Prepare / Review SWPPP/Turf Establishment Sheets (24 estimate)	4		20		80				100				204
Staging Plan / Detour Plan	8		8		16	8	24						64
Prepare / Review Traffic Control Plan (10 estimate)	2		16		40	24	80						162
Prepare / Review Striping and Signing Plan (24 estimate)	2		16		40	24	120						202
Prepare / Review Cross Section Sheets (70 estimate)	4		24	40	200								268
Calculate/Review Earthwork	12		40		40						120		212
Takeoff Quantities	4		16	40	40		16		20	8			144
Prepare Engineer's Estimate	16		32	24	24							8	104
Prepare for and attend 90 percent review with County staff	16		16	16								4	52
Prepare for and Attend Plan Review - Public Informational meetings	24		24	16	16							4	84
Prepare/Review Final Bidding Plans	16		24	2	24		16		20	4		8	114
Prepare/Review/Revise Specifications	50		24			16			20	16		24	150
Prepare/Review 100% plans and specifications with County staff	10		24	8	8							4	54
Prepare State Aid Submittal / Discussions / Revisions and resubmittal	40		60	40	40		24		40		32	4	280
Subtotal Hours this Task:	928	160	1196	1254	1012	204	358	0	786	154	202	190	6444
Total Fee this Task:	\$783,000												

Task 2.3 - ROW Aquisition: (Review, Research, Description, Drawings, Acquire)													
Acquire ROW from an estimated 75 parcels									900			800	1700
Subtotal Hours this Task:	0	0	0	0	0	0	0	0	900	0	0	800	1700
Subtotal Fee this Task:	\$170,000												



TH 112 Turnback Reconstruction
Le Sueur County
November 12, 2015

	DETAILED TASK HOUR BUDGET/COST ANALYSIS												Total Amount
	Cavett Civil Engr PE	Sr Eng / Sr RPR	Knutson Prj Eng PE	D. Scott Graduate Engineer	MK/HU Graduate Engineer	Rhoda Sr. Traffic Engineer	Jorgenson Traffic Engineer	King ROW Specialist	Wat Res Engineer	Geo Tech Engineer	Sr. Eng. Technician	Admin Tech	
Task 2.2 - Bidding Services:													
Schedule bid opening	1											1	2
Finalize Engineer's Estimate / Bidding Items	8		8									2	18
Uploading Final Plans & Specifications to QuestCDN			4									4	8
Assist Contractors during bidding / Addendum	14		7									2	23
Prepare for and attend Pre-Bid meeting	8		8									2	18
Prepare for and Attend Bid Opening	4											1	5
Tabulate Bids / Recommendation to County	4											5	9
Prepare Funding Review with Bid prices	7											2	9
Subtotal Hours this Task:	46	0	27	0	0	0	0	0	0	0	0	19	92
Total Fee this Task:	\$12,000												

Estimated Construction Cost: \$ 20,000,000

<u>Phase I - Preliminary Design / Topo / ROW Plat / Wetlands</u>		<u>% Const</u>
Preliminary Design / Layouts - Hourly Not-to-Exceed:	\$128,000	0.64%
Topographic Survey - Hourly Not-to-Exceed:	\$35,000	0.18%
ROW Plat - Hourly Not-to-Exceed:	\$82,000	0.41%
Wetland Services - Hourly Not-to-Exceed:	\$10,000	0.05%
Total - Phase I:	\$255,000	1.28%

<u>Phase II - Final Design / Bidding / ROW Acquisition</u>		<u>% Const</u>
Final Design - Hourly Not-to-Exceed:	\$783,000	3.92%
Bidding Services - Not-to-Exceed:	\$12,000	0.06%
ROW Acquisition Services - Hourly Not-to-Exceed:	\$170,000	0.85%
Total - Phase II:	\$965,000	4.83%

Total Phase I and Phase II: \$1,220,000 6.10%

Preliminary Design, Topo, Wetlands, Final Design, Bidding:	\$968,000	4.84%
ROW Platting / ROW Acquisition:	\$252,000	1.26%
	\$1,220,000	6.10%

Soil Borings / Geotechnical Consulting - contracted directly with County
Appraisals and Title work contracted directly with County

**STATE OF MINNESOTA
TRUNK HIGHWAY
JURISDICTIONAL REVERSION AGREEMENT**

Control Section Number:

Trunk Highway Number:

Purpose: State transfer of TH 112 from LeSueur to LeCenter

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT") and the County of LeSueur, a political subdivision of the State of Minnesota acting through its County Board ("Political Subdivision").

RECITALS

1. Minnesota Statutes §161.20 authorizes MnDOT to enter into agreements with other governmental authorities to carry out the purposes of Minnesota Statutes chapter 161.
2. The Political Subdivision is a Road Authority as defined in Minnesota Statutes §160.02 (subd. 25); and
3. MnDOT has determined that a portion of Trunk Highway 66 from the City of Good Thunder to the South limits of the City of Mankato, ("Roadway Segment") is no longer needed for trunk highway purposes; and
4. MnDOT has determined that the Roadway Segment shall revert to another road authority in accordance with Minnesota Statutes §161.16, and MnDOT has further determined that the Political Subdivision is the proper road authority; and
5. The parties have entered into this Agreement to provide for the orderly reversion of the Roadway Segment to the jurisdiction of the Political Subdivision.

AGREEMENT

1. Effective Date; Survival of Terms

This Agreement will be effective on the date last signed below by the parties and by such other State of Minnesota officials as required by Minnesota Statutes §16C.05. This Agreement will remain in effect until MnDOT has (1) served a Notice of Transfer, and (2) made payments (if any) as required by this Agreement. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration of the Agreement.

2. Identification of Trunk Highway Segment; Right-of-Way Determination

The XXXXX mile Roadway Segment covered by this Agreement is described as commencing at the intersection of TH 169 in LeSueur and proceeding southeasterly to the intersection of TH 99 in LeCenter. See map that is attached and incorporated into this agreement and marked as Exhibit A. MnDOT will determine the final right-of-way limits prior to transfer of title to the Political Subdivision.

3. Notice of Transfer; Conveyance Documents

3.1 Notice of Transfer. MnDOT will deliver a "Notice of Transfer" to the Political Subdivision, releasing the Roadway Segment from MnDOT's jurisdiction. Upon receipt of such notice, the Political Subdivision will become the Road Authority with jurisdiction over the Roadway Segment and will assume all responsibility for the operation, maintenance, and reconstruction of the Roadway Segment and of all structures and facilities that are a part of the Roadway Segment.

3.2 Conveyance Documents. Subsequent to issuing the Notice of Transfer, MnDOT will prepare and execute

Turnback (CM rev. 6/26/13)

necessary and appropriate documents conveying MnDOT's interest in the Roadway Segment to the Political Subdivision.

4. **Delivery of Records**

Following delivery of the Notice of Transfer, MnDOT will provide the Political Subdivision with available records concerning the Roadway Segment. Such records must be in MnDOT's possession, and will be released only if such release is lawful under the provisions of the Minnesota Government Data Practices Act. Such records may include the following:

- a) A list of active maintenance agreements, including signal and routine maintenance agreements with other governmental agencies that will be cancelled, and a list of agreements with utility companies that will be cancelled;
- b) Records concerning utility permits, drainage permits, driveway and other access permits, advertising and sign permits, and other limited-use permits;
- c) Construction plans and records, as-built construction plans (if available);
- d) Bridge inspection reports and ratings;
- e) Aerial photos and other photo and video files, in either hard copy or digital form;
- f) Right-of-way maps and parcel files;
- g) Inventory Data;
- h) Pavement condition ratings;
- i) Traffic signal files including timing sequence information and repair history;
- j) Accident reports and statistics;
- k) Most current traffic counts;
- l) Alignment ties, horizontal and vertical control monuments and related data;
- m) Partially or fully completed plans for construction projects;
- n) Road opening and right-of-way documentation;

5. **Maintenance**

5.1 Prior to Transfer. Prior to the Political Subdivision's receipt of the Notice of Transfer, maintenance of the Roadway Segment will continue to be provided by MnDOT, or by the party performing such maintenance under an existing agreement with MnDOT. If maintenance is being provided by the Political Subdivision under an agreement with MnDOT, the Political Subdivision will receive a prorated payment for maintenance performed up to the date of receipt of the Notice of Transfer.

5.2 Upon Transfer. Upon receipt of the Notice of Transfer, the Political Subdivision will become the roadway authority responsible for maintenance of the Roadway Segment. The Political Subdivision will thereafter be responsible for performing and paying for all maintenance and reconstruction of the Roadway Segment, including all structures and facilities that constitute a part of such roadway.

6. **Responsibility for Claims**

MnDOT will remain responsible, to the extent authorized by Minnesota Statutes §3.736 and other applicable law, for claims related to construction, maintenance, and operation of the Roadway Segment during the period when it was a state trunk highway, even if such claims are filed after the Political Subdivision receives the Notice of Transfer. The Political Subdivision will be responsible for claims arising out of its own construction, maintenance, or operation of the Roadway Segment after it received the Notice of Transfer.

7. **Classification of Transferred Roadway**

After the Political Subdivision receives the Notice of Transfer, the Political Subdivision, by resolution, may request designation of the eligible portions (if any) of the turnback as State Aid routes. The Commissioner, upon receipt of said resolution, will issue the official order for designation and notify the county screening board of this action. MnDOT will make an appropriate adjustment to mileage of the Political Subdivision's county state aid highway system mileage in accordance with Minnesota Rules Part 8820.0800. This mileage will not be transferable to other routes on the system.

8. Turnback Account Funds

8.1 Authorization. After the Political Subdivision receives the Notice of Transfer, the Political Subdivision will be authorized to use funds from the County Turnback Account in accordance with Minnesota Statutes 161.083.

8.2 Eligibility – Construction and Related Costs. The Following expenses are eligible for funding from the State for work related to the Roadway Segment: surveys, design, right-of-way acquisition, construction, drainage, and engineering expenses, all based upon actual expenses. Minnesota Rules Part 8820.2300 (subpart 6) governs the release of turnback account funds for eligible expenses.

8.3 Payment Schedule – Construction and Related Costs. Funds from the county turnback account are anticipated to be available for eligible costs, as specified in Article 8.2, in State Fiscal Year 2018. MnDOT's fiscal year starts on July 1st and runs through June 30th. The availability of these funds is contingent on legislative approval and appropriation. MnDOT will use its best efforts to secure appropriation of such funds; however, the Political Subdivision acknowledges that any expenses incurred prior to such authorization are at the sole risk of the Political Subdivision.

8.4 State's Maximum Obligation. MnDOT's maximum obligation for all work performed under this Agreement is \$ [REDACTED]. This obligation may be increased only by amending this Agreement.

9. Release of Claims; Covenant not to Sue

By accepting the payment provided for in this Agreement, the Political Subdivision releases MnDOT from any and all claims related to the condition of the Roadway Segment, regardless of whether such claims result from surface or sub-surface conditions, and regardless of whether such conditions were known or unknown at the time of reversion. The political subdivision is encouraged to perform its own geotechnical explorations and will not rely on previous geotechnical studies performed by MnDOT. In consideration of the turnback payment provided by MnDOT, the Political Subdivision covenants not to sue MnDOT or any other state agency or official with respect to MnDOT's decision to make the reversion or for any claim arising out of the condition of the Roadway Segment.

10. General Provisions

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

10.2 Termination. This Agreement may be terminated only by mutual written agreement of the parties, except that MnDOT may terminate this Agreement if it does not obtain funding from the Minnesota Legislature.

10.3 Suspension. MnDOT may suspend its payment obligations under this Agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. The period of suspension will end when MnDOT is legally authorized to resume such payments.

10.4 Severability. If any provision of this Agreement is found to be invalid or unenforceable, such provision will not affect the validity or enforceability of any other provision of this Agreement, which shall remain in force and effect.

10.5 Merger. This Agreement contains all prior negotiations and agreements between MnDOT and the Political Subdivision. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10.6 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

10.7 Government Data. This Agreement, and any data exchanged by the parties pursuant to this Agreement, will be “government data” and subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

10.8 State Audits. The books, records, documents, and accounting practices and procedures of the Political Subdivision relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years.

11. Additional Provisions

11.1 Date of Transfer. This segment will be transferred to the County of LeSueur on XXXXXXXXXXXX or as soon thereafter as practicable.

11.3 Specific Segment Termini. This segment is defined as commencing at the intersection of TH 169 and in LeSueur and continuing southeasterly to the intersection of TH 99 in LeCenter. Total length of this segment is XXXXX miles.

11.4 Project Description. Project Based funding in the amount of \$ [REDACTED] for this turnback agreement includes all costs associated with reconstructing the segment defined in 11.3, including engineering and right-of-way costs.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

POLITICAL SUBDIVISION*

The Political Subdivision certifies that the appropriate person(s) have executed the Agreement on its behalf as required by applicable resolutions, ordinances or charter provisions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

*** INCLUDE A RESOLUTION**

Dec. 21, 2015

To the County Commissioners, County Administrator and County Attorney;

I have been involved with the County Surveyors Office for over 50 years, first with Dick Bradshaw and now with Rory Jensen, both elected County Officials. We have a remonumentation budget of \$33,000.00, more or less, per year. This budget is used when County Highway Department notifies us when they are building or resurfacing a County Road and a Section Corner maybe disturbed or destroyed. We GPS 30-40 corners into Le Sueur County Coordinate System and make the necessary Certificate of Location of Government Corners, as required by law. Our budget is also used to research for other surveyors that work in the County and update all Auditor Plats within the County for the County Recorder's Office. We also make Certificates on other corners, as long as our budget allows.

We were notified December 9th by SEH that they need to find and GPS 70 Section Corners and 31 of them do not have "Certificates of Locations" for Trunk Highway 112 project, which was the first time we ever heard of this being done by them. We told them they were welcome to come to our office and research County Surveyors records, but our budget was almost depleted and this was an unusual request for so many corners. We told them that we wanted to talk to Darrell Pettis about this because it is work the County Surveyor should be doing. Rory I and mentioned this to County Administrator and I talked to 3 Commissioners. They all assured me that it would be brought up at a Commissioners meeting and any monumentation should be done by County Surveyors Office.

I thought that was it till this weekend I looked at the County Commissioners agenda for 22nd.of December, which I always do. I looked at the Nov. 12, 2015 proposal by SEH to the County for the turnback project of Trunk Highway 112. I notice this is a 25 million project. What really upsets me is SEH proposing to establish, relocate and GPS certain Section Corners and make Certificates for \$2000.00 to \$4000.00 per corner. They are talking about 31 corners that are not now certified. They would do these 31 corners for \$100,000.00. That would come to \$3226.00 per corner. That is absolutely outrageous. That means with our budget we could only do 10 corners.

We have worked with numerous surveyors, County Highway Department, DNR on numerous projects and State of Minnesota DOT on TH 60, 13, 99 and 21. At no time in 50 years have any of these people charged to County to establish Corners and file Certificates. As per MN. Statutes 160.15, preservation of Section and Quarter Corners and MN. Statutes 389.03, all monuments and preservation of survey records shall be done by the elected County Surveyor at the Counties expense. Adjoining Counties that have a County Surveyor insist that all monumentaion be done by their office. We have worked in Counties that have no elected County Surveyor. When we establish, relocate and file the Certificates in those Counties, the extra charge is to the client we are working for and not the County.

The 70 corners SEH is referring to and the 39 that may now have a Certificate of Location, may be 30-40 years old and are not GPS'd and many of the ties are gone, therefore a new Certificate would have to be filed. Any money from the 25 million for the turnback account of TH 112 that has been allotted for these corners should be placed in the Le Sueur County remonumentation account. The County Surveyors office can start relocating and establishing these corners immediately and have the coordinates to SEH by their timeframe.

I hope you take my concerns under advisement and make the proper decision.

Rich Bornholdt, County Surveyors Office.

REPAIR REQUEST

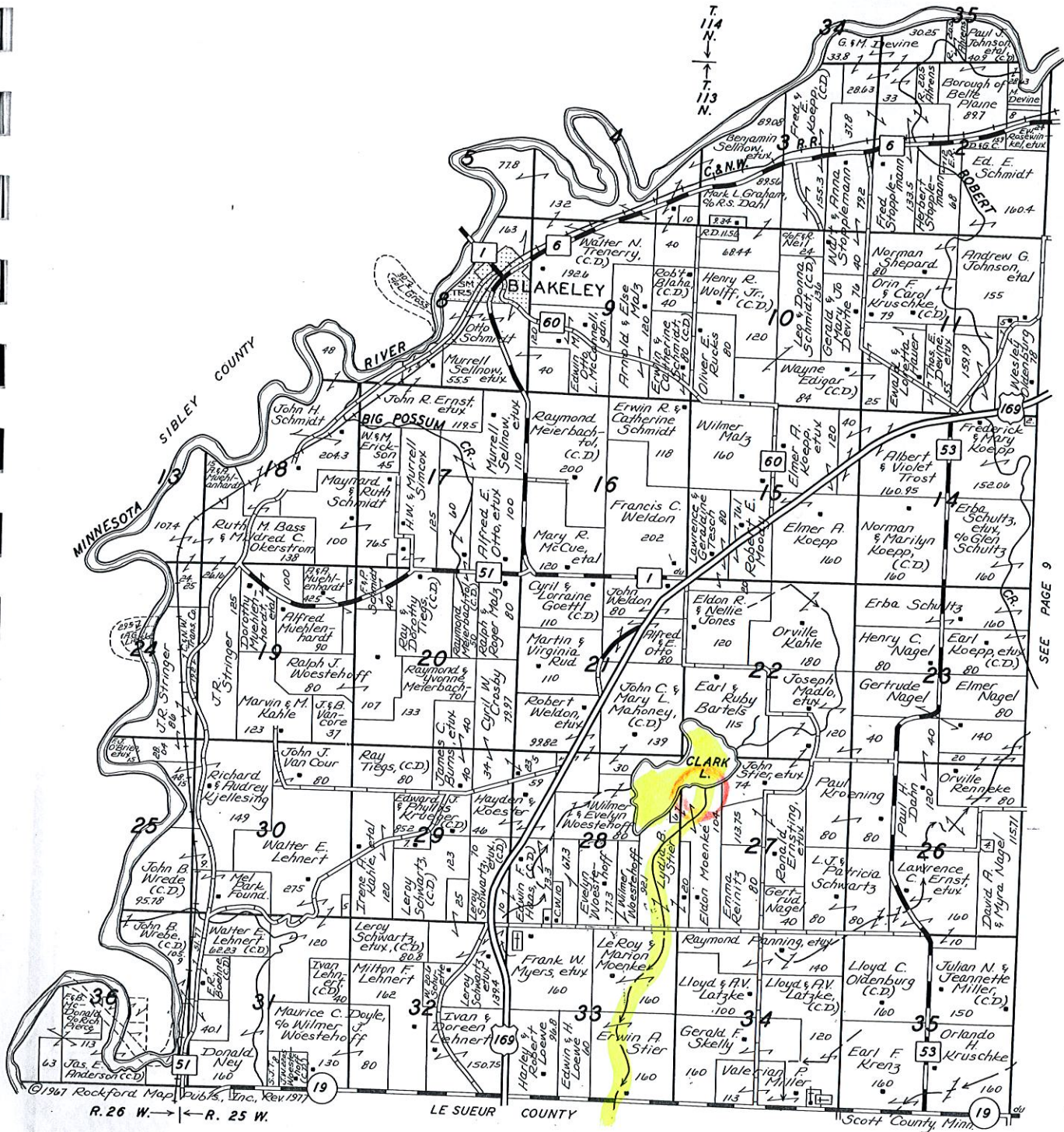
We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # JD 1 located in Tyrone township.
into scott county and CI

Signed
Richard Krentz

Address/Phone #
952 292 2634

Date: 12/10/15

Description of problem: Clarks lake structure (in Scott County)
is not holding enough water back and is causing ditch
to over flow on their land.



SEE PAGE 9

SECTION P - BID

Subject: BUILDING DEMOLITION AND EXCAVATION OF PETROLEUM
 IMPACTED SOIL
 FORMER LE SUEUR COUNTY GARAGE
 319 2nd Street South
 Waterville, Minnesota

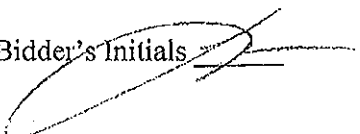
The undersigned hereby proposes to enter into a contract with Le Sueur County for the performance of the WORK described herein. If awarded, said WORK will be performed in accordance with the provisions of the Contract as modified by any special provisions or clarifications accompanying this Bid and at the prices set forth for each item herein below which include sales tax and all applicable taxes and fees. The WORK consists of the following:

The BID must be detailed below. The WORK is further described in Section 7, the Technical Specifications.

BID ITEMS

<u>BID</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1.	Mobilization/demobilization, (1)	\$ 8300 ⁰⁰
2.	Asbestos and Lead Based Paint Abatement Removal of HAZMAT	\$ 1200 ⁰⁰
3.	Demolish Garage Building and Utility Disconnects; (1)	\$ 12000 ⁰⁰
4.	Strip Overburden and Stockpile on-site For Reuse; (3,230 CY)	\$ 14000 ⁰⁰
5.	Excavate, Transport and Disposal of Petroleum Impacted Soil, (540 cy)	\$ 37000 ⁰⁰
6.	Backfill & Compaction of Imported Materials (540 cy)	\$ 8000 ⁰⁰
7.	Backfill & Compaction of On-site Materials (3,230 cy).	\$ 15000 ⁰⁰
8.	Dewatering	\$ 3000 ⁰⁰
Total		\$ 98,500.00

Frattalone Companies, Inc.
 3205 Spruce Street
 Little Canada MN 55117

Bidder's Initials 



Frattonone Companies Inc
 3205 Spruce Street
 Little Canada MN 55117-
 (651) 484-0448

INVOICE

Invoice No: 7615
 Date: 12/21/2015
 Due Date: 12/21/2015

Bill To:
 AMERICAN ENGINEERING TESTING
 550 CLEVELAND AVENUE NO
 ST. PAUL MN 55114

Job No: 15300
 Description: FCI - 2015 CLOSED JOBS

Quantity	Description	UNIT	Unit Price	Extended Price
1.00	FINAL RETAINAGE PAYMENT - JOB 13174	LS	9,425.00	9,425.00

Thank You For Your Business!

Amount Now Due: 9,425.00

Terms: DUE NET 30 DAYS



• Excavating • Grading • Utilities • Demolition

May 1, 2014

Services

Don't pay
10 minutes
yet

Le Sueur County
88 S. Park Ave
Le Center, MN 56057

SECOND REQUEST

Re: FCI -- 13174 -- American Engineering Testing Le Sueur County Garage

Our auditors, HLB Tautges Redpath, Ltd., are conducting their regular audit of our financial statements and, in accordance therewith, we would appreciate your confirming DIRECTLY TO THEM the accuracy of the following information as of March 31, 2014.

A. Contract Amount:	
1. Original contract price	\$ 98,500.00
2. Approved change orders - increasing (decreasing) contract	\$ 0.00
3. Total contract as of 3-31-14	\$ 98,500.00
B. Payment Status As Of 3-31-14:	
1. Total earned to date	\$ 94,250.00
2. Less amount retained	\$ 9,425.00
3. Balance	\$ 84,825.00
4. Less previous payments	\$ 0.00
5. Balance currently due	\$ 84,825.00
C. Estimated completion date: <u>December 2013</u>	

Please verify this information against your records and advise our auditors, in the space provided at the end of this letter, whether it is in agreement with your records. Your response to the other information requested would also be appreciated.

After signing your reply, please return this letter directly to HLB Tautges Redpath, Ltd., 4810 White Bear Parkway, White Bear Lake, MN 55110 or e-mail your response to Brenda.Sweeney@hlbtr.com. A stamped, self-addressed envelope is enclosed for your convenience.

Very truly yours,

Nick Frattonone, CEO
Frattonone Companies, Inc.

1. The above agrees with our records at March 31, 2014 with the following exceptions (if any):
2. Our estimate of the percentage of physical completion of the contract at March 31, 2014 is 100 %.
3. Details of any claims, back charges or disputes concerning this contract (attach separate sheet if necessary):

Authorized Signature:
Title:
Date:

3205 Spruce Street • St. Paul, MN 55117 • Phone 651.484.0448 • Fax 651.484.7839