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# **Le Sueur County, MN**

**Tuesday, January 19, 2016**

**Board Meeting**

## **Item 11**

**11:15 a.m. Darrell Pettis, County Administrator/Engineer**

*RE: Out of State Travel Request for Tom Beer, ATSSA Conference in Fargo, ND March 14-16, 2016*

*RE: Trailer Purchase Request*

*RE: Hwy 169 Mobility Study*

*RE: Approve HSIP Contract for Local Improvements*

Staff Contact:

# **TITAN MACHINERY**

6340 Hwy 101  
Shakopee Mn 55379

## **Quotation**

DATE 1/4/2016

**Tim Pittman**

Field Marketer

[timothy.pittman@titanmachinery.com](mailto:timothy.pittman@titanmachinery.com)

612-708-4578 Mobile

952-445-5400 - Office

952-445-0365 - Fax

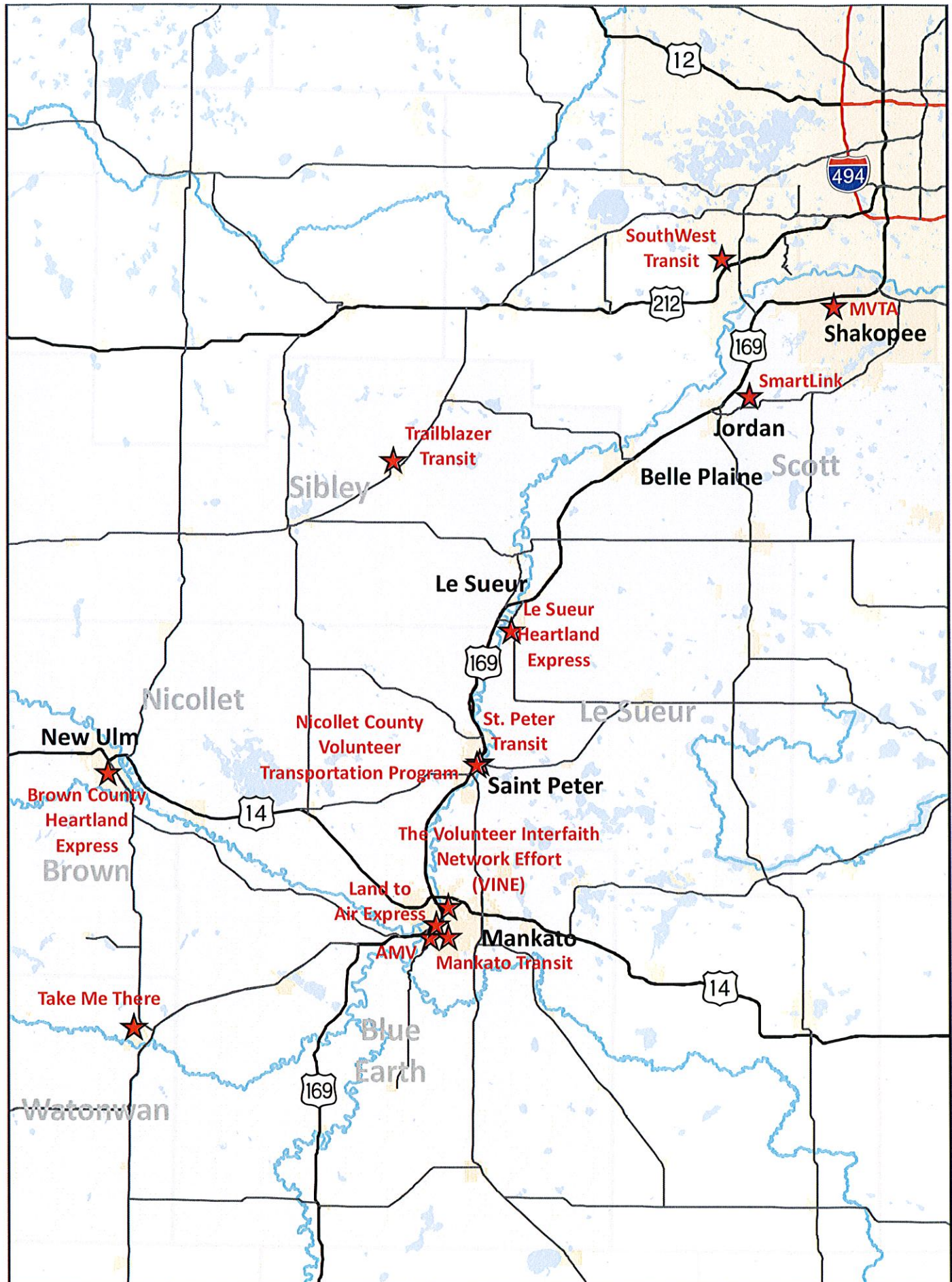
Le Sueur County  
Attn Andy  
Le Center MN

### **Reference:**

Quantity	Description	Total
1	2016 Towmaster T-50TA Air Tilt	\$ 34,795.00
	DOT Inspection	\$ 95.00
	26' deck	std
	7' beaver tail	std
	102" wide	std
	3 axle 22.5K oil bath	std
	Air brake 2s/2m sensors on 1 axle	std
	215/75Rx17.5 H tires	std
	8 bolt outboard hub piloted steel	std
	25K 2 speed jack	std
	LED Lights	std
	6' x 36" Air Operated wood filled Ramps	\$ 3,415.00
	10 D Ring tie downs	std
	12K Electric Winch w/ remote	\$ 2,695.00
	<b>Sub Total</b>	<b>\$ 41,000.00</b>
	Less State bid Discounts	\$ (6,150.00)
	<b>75 Day Lead Time</b>	
	Freight FOB Shakopee MN	\$ 195.00
	<b>Trailer subject to FET Tax &amp; State Excise tax when applicable</b>	
	<b>TOTAL</b>	<b>\$35,045</b>

**PLUS TAX**

If you have any questions concerning this quotation, please contact me at the number noted above.





Building a Better World  
for All of Us<sup>®</sup>

October 19, 2015

RE: Le Sueur County Highway Department  
HSIP Lighting Improvements  
SEH No. LESUR 125501 14.00

Mr. Greg Drent  
Electrical Director  
Le Sueur Municipal Utilities  
505 Boright Street  
Le Sueur, MN 56058

Dear Mr. Greg Drent:

I am writing as follow up to our past discussions related to the Le Sueur County Highway Safety Improvement Program (HSIP) - Rural Intersection Lighting Project, which is planned within portions of your service area. There is 1 intersection identified within your service area, identified as intersection No. 27 on the attached plan.

Attached for your review and execution is the "Contract for Local Improvement", which is required for Le Sueur County to be eligible for the federal funding available for this project. If you have any questions on agreement, please contact Project Manager, Chris Cavett in our Mankato Office at 877.316.7636.

Note: the Buy American specifications are a requirement of the project funding and may apply to this work. Please review the attached specifications, MnDOT 1601.

Please provide us with an updated cost estimate and work order agreement for the proposed work and return a scan copy of those documents and the executed agreement to me at [afelber@sehinc.com](mailto:afelber@sehinc.com).

Contact me with any questions.

Sincerely,

Andrew Felber  
Sr. Electrical Technician

cmc/af

Attachments:

1. Contract for Local Improvement
2. Stipulation for Foreign Iron or Steel Materials / MnDOT 1601
3. Lighting Plans relative to your service area, Sheets 29

c: Chris Cavett, SEH

Darrell Pettis, Le Sueur County Engineer

\\sp3020-1\projects\kol\Nesur\128501\5-final-dsgn\51-const-dwgs-cad\utility contracts\lsmu\rfp to utilities - boiler plate 10-7-2015.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

### **STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS**

The attached form is for use when the Contractor plans on using and/or supplying ANY foreign iron or steel materials on a Federal Aid Project. The Contractor is directed to the Proposal to determine if this Stipulation is required for a specific project.

S.P. \_\_\_\_\_

### STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

In accordance with 1601 of these Special Provisions, the Contractor must submit a bid based on supplying material(s) that have been melted and manufactured in the United States, except where the cost of the iron and steel products incorporated in the work does not exceed one tenth of one percent of the total project cost, or \$2,500.00, whichever is greater. The Contractor **must** submit a stipulation for supplying **ANY** foreign iron or steel materials in accordance with the U.S. Code of Regulations 23CFR635.410 and the requirements of 1601.

The line entry must show the pay item number, a description of the foreign steel product, the estimated quantity, and the estimated invoice price.

PAY ITEM NO.	DESCRIPTION OF FOREIGN STEEL OR IRON PRODUCT OR COMPONENT	ESTIMATED QUANTITIES	ESTIMATED INVOICE PRICE

Total Estimated Invoice Price = \_\_\_\_\_

Percent of Total Bid Price = \_\_\_\_\_

Contractor Name: \_\_\_\_\_  
Vendor Number: \_\_\_\_\_

If Applicable: This form must be submitted to the Department by the Contractor before the bid opening, as indicated in the Special Provisions.

September 2004



S-X

**(1601) SOURCE OF SUPPLY AND QUALITY**

The provisions of Mn/DOT 1601 are supplemented as follows:

In conformance with the provisions of the U.S. Code of Federal Regulations 23CFR635.410 the Contractor will furnish and use only steel and iron materials that have been melted and manufactured in the United States,. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

All bids must be based on furnishing domestic iron and steel, which includes the application of the coating, except where the cost of iron and steel materials incorporated in the work does not exceed one-tenth of one percent of the total Contract cost or \$2,500.00, whichever is greater. The state may approve the use of foreign iron and steel materials for particular Contract items, provided the bidder submits, a stipulation identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s), for one or more of the Contract bid items. The Contractor shall submit a "Stipulation for Foreign Iron or Steel Materials" form for each stipulation with the Contractor's proposal. **If the Contractor chooses to use ANY non-domestic iron or steel, the Contractor must submit a stipulation with the proposal.**

Prior to performing work the Contractor shall submit to the Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.

Source of Supply and Quality: MnDOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Monies due or to become due the Contractor will be reduced according to these costs.

Partial Payment: All provisions for partial payments shall apply to domestic materials only. The Contractor will not receive payment for materials manufactured outside of the United States until such materials are delivered to the job site.

Alternate Bidding Process. Unless an alternate bidding process is specified, use of foreign steel and iron products in quantities in greater than provided above is not permitted. When the alternate bidding process is permitted the Contract may be awarded to the bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total bid exceeds the lowest total bid based on foreign materials by more than 25 percent.

## CONTRACT FOR LOCAL IMPROVEMENT

I. This Agreement is made this 4 day of January, 2016, between the Le Sueur County, Minnesota (hereinafter, the County), and Le Sueur Municipal Utilities of City: Le Sueur State: MN Zip: 56058 (hereinafter, the Utility).

II. The Utility agrees to furnish all materials, tools, equipment, and labor necessary in the construction and installation of **Rural Intersection Lighting Improvements, SP 040-070-004, HSIP 4015 (116)**, (hereinafter, the Project) all in conformity with the Project's plans which are incorporated into this Agreement.

III. Work will be completed by the Utility at the following intersections, as referenced in the plan set titled Intersection Lighting Improvements, SP 040-070-004 and dated 5/28/2015:

Intersection: 27.

IV. Utility will prepare an updated quote and Work Order Agreement to be executed with the County, along with this Contract.

V. Due to the federal funding for this work, Utility shall abide by the attached "Stipulation for Foreign Iron or Steel Materials", as it may apply to the proposed work. In accordance with MnDOT 1601, the Utility's proposed fee shall be based on supplying material(s) that have been melted and manufactured in the United States, except where the cost of the iron and steel products incorporated in the work does not exceed 1/10<sup>th</sup> of 1% of the total cost, or \$2,500, whichever is Greater.

VI. Utility's Work and labor shall be subject to the inspection and approval of the Engineer designated by the County to oversee the Work.

VII. Utility will own, operate and maintain lighting facilities after the work is completed and invoice the County the monthly utility lighting fee.

VIII. The Utility shall commence Work on the Project after October 7, 2015. The Utility shall proceed diligently and agrees to complete the Project to the satisfaction and approval of the County's Engineer on or before May 15, 2016. The Utility agrees to notify the County in writing of any cause of delay of the Project.

IX. Utility shall comply with all applicable Federal, State and local laws, ordinances and regulations.

X. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from



participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.

XI. Workers' Compensation. Any and all employees of the Utility or other persons while engaged in the performance of any work or services required or permitted by the Utility under this agreement will not be considered employees of County, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of County. The Utility will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

XII. The Utility agrees to defend, indemnify, and hold the County and SEH harmless from and against any and all claims, suits, and actions against, and all loss, damage, costs, or expense to the County arising from any infringement or claim of infringement of any letters, patent, or patent rights upon or covering any patented article furnished or installed by the Contractor under this contract for the County, of from or by reason of the use by the County of any patented article or articles furnished or installed by the Utility for the County under this contract.

XIII. The Utility agrees to defend, indemnify and hold the County and SEH harmless from all damages and claims for damages that may arise by reason of the Utility's negligence or violation of the Utility's agents or employees, while engaged in the performance of this contract. The Utility agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require. In addition, Utility agrees to keep in force statutory workers' compensation insurance.

XIV. In consideration of the covenants and agreements stated above, the County agrees to pay the Utility the sum mentioned in the Quote Form / Work Order Agreement of the Utility in the amount of: \$ 4500.<sup>00</sup>, a copy of which Quote Form is attached hereto and made a part of this contract.

XV. Utility will send a final invoice to County once work is completed.

XVI. Nothing in this agreement shall be construed to waive any immunities or limitations to which the County is entitled under Minn. Stat. Chapter 466 or otherwise.

XVII. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs County liability.

XVIII. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

XIX. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.

XX. This agreement will be effective upon execution by the Utility and by appropriate County officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

XXI. This agreement may be terminated by the Utility or County at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Utility as set forth in this Agreement. In the event of such termination the Utility will be entitled to reimbursement for County-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

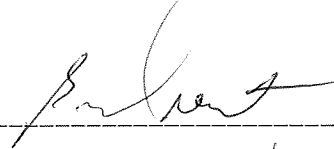
IN WITNESS WHEREOF, the parties have caused this agreement to be signed on their behalf by the proper officers thereunto duly authorized and their corporate seal to be hereto affixed, the day and year first above written.

In the presence of:

Le Sueur County, Minnesota

Utility: Le Sueur Municipal Utilities

By: \_\_\_\_\_

By:  \_\_\_\_\_

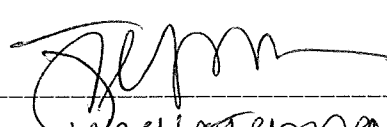
Date: \_\_\_\_\_

Name: Greg Drent

Title: \_\_\_\_\_

Title: Public Service Director

By: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Name: Jennifer Steppen

Title: \_\_\_\_\_

Title: City Administrator

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# QUOTE

Andrew,

Here is a quote to install the two lights on co 26 and 152 as we have talked about. We will be installing a meter socket underground wire to the lights. We will have to bore under co rd 26 to service the light by the stop sign. The cost to install the poles, lights and meter socket is \$4500.00. Going forward the county will be billed for the electric used at the lights.

If you need any other information please let me know



Greg Drent

Interim Public Service Director

City of LeSueur