



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
88 S. PARK AVENUE, LE CENTER, MN
COMMISSION CHAMBERS
April 5, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: March 22, 2016 Minutes and Summary Minutes
RE: 3.2 Beer Licenses for Waterville Baseball Club, St. Thomas Sportsmen and Beaver Dam Resort
RE: CD #48 Repair Request
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Dennis Dvorak, New Prague Area Historical Society (20 min)**
RE: Construction Funding Request
4. **9:30 a.m. Human Resources (5 min)**
5. **9:35 a.m. Don Reak, Parks Director (5 min)**
RE: Ney Park Designation Resolution
RE: Discussion to replace 2005 Polaris Ranger and sell 1952 Jeep
6. **9:40 a.m. Dave Tietz, Sheriff (5 min)**
RE: 2016 State Boating Grant Agreement
RE: Radar Purchase Request
7. **9:45 a.m. Justin Lutterman, GIS (10 min)**
RE: Work Flow Management Presentation

8. **9:55 a.m. Darrell Pettis, County Administrator/Engineer**
RE: CD #38 Amended Order Appointing Viewers
RE: Design Service Proposals for Le Sueur Shop
RE: Set Bid Opening Date for CSAH 32 and CR 126 and Countywide Restriping,
 May 13th at 1:00 p.m.
RE: Geotechnical Proposals for TH 112
RE: CSAH 14 Certificate of Performance
RE: Hwy 13 Snowmobile Bridge Project?

9. **10:00 a.m. Springsted Workshop**

10. **Future Meetings**



Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: March 22, 2016 Minutes and Summary Minutes

RE: 3.2 Beer Licenses for Waterville Baseball Club, St. Thomas Sportsmen and Beaver Dam Resort

RE: CD #48 Repair Request

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting March 22, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, March 22, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlffing, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the agenda.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the consent agenda:

- Approved the March 15, 2016 County Board Minutes and Summary Minutes
- Approved the Repair Requests for CD # 57, 43, 37 and 15

Annette Larson, SC/SW Towards Zero Deaths Coordinator gave an informational presentation.

Josh Mankowski, Environmental Resource Specialist appeared before the Board with one item for discussion and approval.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved to open the meeting for public comment on the Le Sueur County Local Water Management Plan 2016-2020 draft.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved to close public comments with 0 comments.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board authorized Josh Mankowski to send the Le Sueur County Local Water Plan draft to BWSR for the required 60 day review period.

Kathy Brockway, Planning and Zoning Administrator appeared before the Board with four items for approval.

On motion by Gliszinski, seconded by Connolly and approved via roll call vote 5-0, the Board granted an After-The-Fact Conditional Use Permit to New Prague Ford, New Prague, MN, (Applicant); New Prague Holdings LLC, New Prague, MN, (Owner) to allow the applicant to expand an existing auto dealership in a Business "B" District. Property is located in the NE1/4 NE1/4, Section 2, Lanesburgh Township. The application was approved and findings are on file at the Planning and Zoning Office.

On motion by Rohlffing, seconded by Wetzel and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to Dale & Sandi Johnson, Montgomery, MN (Applicant); Mark Jindra, Le Center, MN (Owner) to allow the applicant to transfer the development right from the SW1/4 SE1/4 in a Special Protection "SP" District, on a Natural Environment Lake,

Hackridge Lake, to the NE1/4 SE1/4, in an Agriculture “A” District. Property is located in the SE 1/4, Section 1, Lexington Township. The application was approved and findings are on file at the Planning and Zoning Office.

On motion by Gliszinski, seconded by Rohlfing and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to Jacob Prchal, New Prague, MN, (Applicant/Owner) to allow the applicant to establish and operate an Agriculture & Industrial Machinery Sales and Service in an Agriculture “A” District. Property is located in the NE1/4 SE1/4, Section 25, Derrynane Township. The application was approved with the following conditions and findings are on file at the Planning and Zoning Office:

- No more than 5-vehicles displayed outside for sale.

On motion by Wetzel, seconded by Connolly and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to Traxler Construction, Pat Traxler, (Applicant) Le Center, MN; Betty Ann Mollenhauer C/O Ralph & Eva Fix, (Owner) Edina, MN to allow mineral extraction of 50 acres of a 76.63 acre parcel in an Agriculture “A” District, in the Mineral Resources “MR” Overlay District and the Airport Zoning “AZ” Overlay District. Property is located in the S1/2 of the SE1/4 and the E half of the SE1/4, Section 11, Ottawa Township. The application was tabled at the June 11, 2015 meeting for a Mandatory Environmental Review. The application was approved and findings are on file at the Planning and Zoning Office.

Cindy Westerhouse, Human Resources appeared before the Board with several items for approval.

On motion by Rohlfing, seconded by Wetzel and unanimously approved, the Board approved the recommendation to grant regular status to Tricia Christensen, full time Administrative Assistant III in Public Health, effective March 21, 2016. Tricia has completed the six-month probationary period.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to post and advertise for a full time Licensing/Accounting Clerk in the Auditor-Treasurer’s Office, as a Grade 7, Step 1 at \$18.54 per hour.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to change procedure to reimburse advisory committee members. Advisory committee members shall be compensated based on the per diem rate set by the county board. Per diem payments and mileage reimbursement will be handled by the Auditor-Treasurer’s Office. To receive payment, the advisory committee members shall submit the per diem claim form and mileage reimbursement form to Accounts Payable.

Jon Schneider, Ducks Unlimited and Joe Stangel, DNR appeared before the Board with a Sanborn Lake Wildlife Management Area land acquisition update.

Darrell Pettis, County Administrator appeared before the Board with several items for consideration and approval.

Three bids were received for the Human Services Remodel Project flooring:

Carpet Castle	\$38,606
Tony's Flooring	\$41,823
Bisek Interiors	\$44,000

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved the bid from Carpet Castle for the Human Services Remodel Project flooring in the amount of \$38,606.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, April 5, 2016 at 9:00 a.m.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, March 22, 2016

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.
 - The Le Sueur County Board of Commissioners met in regular session on Tuesday, March 22, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfsing, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.
 - The Board approved the agenda for the business of the day. (Connolly-Rohlfsing)
 - The Board approved the consent agenda. (Gliszinski-Wetzel)
 - The Board approved to open the meeting for public comment on the Le Sueur County Local Water Management Plan 2016-2020 draft. (Connolly-Rohlfsing)
 - The Board approved to close public comments with 0 comments. (Connolly-Wetzel)
 - The Board authorized Josh Mankowski to send the Le Sueur County Local Water Plan draft to BWSR for the required 60 day review period. (Rohlfsing-Gliszinski)
 - The Board granted an After-The-Fact Conditional Use Permit to New Prague Ford. The application was approved and findings are on file at the Planning and Zoning Office. (Gliszinski-Connolly)
 - The Board granted a Conditional Use Permit to Dale & Sandi Johnson, (Applicant); Mark Jindra, (Owner). The application was approved and findings are on file at the Planning and Zoning Office. (Rohlfsing-Wetzel)
 - The Board granted a Conditional Use Permit to Jacob Prchal. The application was approved with conditions and findings are on file at the Planning and Zoning Office. (Gliszinski-Rohlfsing)
 - The Board granted a Conditional Use Permit to Traxler Construction, Pat Traxler, (Applicant); Betty Ann Mollenhauer C/O Ralph & Eva Fix, (Owner). The application was approved and findings are on file at the Planning and Zoning Office. (Wetzel-Connolly)
 - The Board approved to grant regular status to Tricia Christensen. (Rohlfsing-Wetzel)
 - The Board approved to post and advertise for a full time Licensing/Accounting Clerk in the Auditor-Treasurer's Office. (Rohlfsing-Connolly)
 - The Board approved to change procedure to reimburse advisory committee members. (Wetzel-Gliszinski)
 - The Board approved the bid from Carpet Castle for the Human Services Remodel Project flooring in the amount of \$38,606. (Wetzel-Rohlfsing)
 - The Board adjourned until Tuesday, April 5, 2016 at 9:00 a.m. (Connolly-Wetzel)
- ATTEST: Le Sueur County Administrator Le Sueur County Chairman

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 # 48 located in Sec 6 Montgomery township.

Signed

Brian A. Rynda

Address/Phone #

33973 181st Ave

Montgomery, MN
56069

612-558-0271

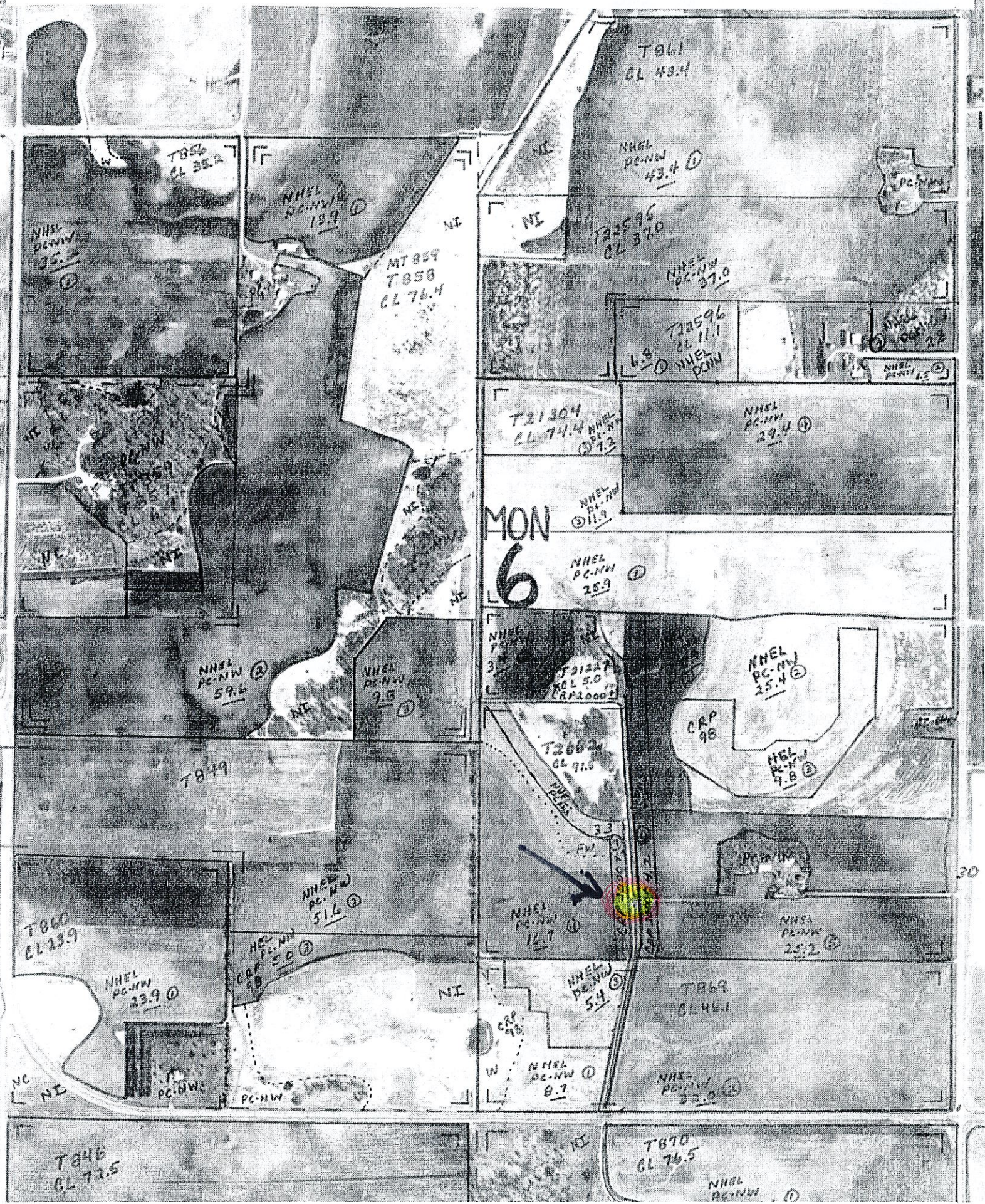
Date: 4-1-16

Description of problem: C.M.P. rusted out, ground

Caving in

Needs to be repaired
Roger Rubland
4-1-16

W=Wetland FW=Farmed Wetland NW=Non-Wetland	CW=Converted Wetland NA=Non-Agricultural AW=Artificial Wetland	NHHL=Non-Highly Erovable PC=Prior Converted Wetland ECW=Exempt (Commenced) CW	MWC, MWM, MWR=See SWC 12 NC=Non-cropland NI=Non-inventoried
COUNTY LE SUEUR	NOT TO SCALE	REPRODUCED 2001	CROP YEAR 2001
			PHOTO NO G5-R





Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 2

9:05 a.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 3

9:10 a.m. Dennis Dvorak, New Prague Area Historical Society (20 min)

RE: Construction Funding Request

Staff Contact:



Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 4

9:30 a.m. Human Resources (5 min)

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES

AGENDA ITEMS

April 5, 2016

Recommendation to grant regular status to Meghan Houlihan, full time Sheriff's Administrative Assistant in the Sheriff's Office, effective April 5, 2016. Meghan has completed the six-month probationary period.

Recommendation to hire Bryan Dauk, part time Deputy Sheriff in the Sheriff's Office, as a Grade 10, Step 1 at \$22.09 per hour, effective April 11, 2016.

Recommendation to hire Jessica Schwartz, full time Agency Social Worker in Human Services, as a Grade 10, Step 1 at \$22.09 per hour, effective April 25, 2016.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 5

9:35 a.m. Don Reak, Parks Director (5 min)

RE: Ney Park Designation Resolution

RE: Discussion to replace 2005 Polaris Ranger and sell 1952 Jeep

Staff Contact:

Resolution by the Le Sueur County Board of Commissioners
Resolution Supporting Regional Park Designation Application in Greater Minnesota

BE IT RESOLVED that Le Sueur County has the authority to act as legal public sponsor for the application described in the Request for Designation as a Regional Park in Greater Minnesota.

BE IT FURTHER RESOLVED that Le Sueur County is fully aware of the information provided in the application and associated responsibilities, including long-term commitments as defined in the application and related master plan and supporting information as submitted.

BE IT FURTHER RESOLVED that, should Ney Park receive formal designation as a regional park in Greater Minnesota by the Commission, that Le Sueur County has the legal authority to enter into formal designation and funding agreements with the Commission for the referenced park.

BE IT FURTHER RESOLVED that Le Sueur County certifies that they will comply with all applicable laws and regulations associated with regional designation and any future grant funding for their respective portions of any project.

I certify that the above resolution was adopted by the County Board of Le Sueur County on Tuesday, April 5, 2016.

Signed:

Board Chair, John King

Date

Witnessed:

County Administrator, Darrell Pettis

Date

Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 6

9:40 a.m. Dave Tietz, Sheriff (5 min)

RE: 2016 State Boating Grant Agreement

RE: Radar Purchase Request

Staff Contact:



2016 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Grant #:107034

PO#:3000091100

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2016	Source Type State	Vendor Number 0000197299-001
Total Amount \$10,395	Project ID R29G4CGSFY15	Billing Location R297000221	DUNS 052381993	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2016	Grant End Date June 30, 2017
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Grantee Name and Address:

Le Sueur Co. Sheriff
88 S. Park Ave.
Le Center, MN 56057

Payment Address:
(where DNR sends the check)

Le Sueur Co. Treasurer
88 S. Park Ave.
Le Center, MN 56057

**2016 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Le Sueur Co. Sheriff, 88 S. Park Ave., Le Center, MN 56057 ("Grantee"). The payment address for this grant agreement is Le Sueur Co. Treasurer, 88 S. Park Ave., Le Center, MN 56057.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2016 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** June 30, 2017. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Ten thousand three hundred ninety-five dollars (\$10,395).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Ten thousand three hundred ninety-five dollars (\$10,395).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this Grant.
- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5042, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The County Grantee's Authorized Representative is the County Sheriff or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant 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 the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

- 9 **State Audits**
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
- 10 **Government Data Practices and Intellectual Property**
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
- If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 **Termination**
14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement if:
a) It does not obtain funding from the Minnesota Legislature
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16

Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred

17

Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during grant work. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennaad MurscDate: 3/18/16SWIFT Grant # 107034Purchase Order # 3000091100**2. GRANTEE:**

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

By: [Signature]

Title: County Sheriff

Date: 3/28/16

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCESBy: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

1. DNR - OMBS
2. Grantee - 2 (Sheriff's Office & Co. Board)
3. State's Authorized Representative

**COUNTY BOAT AND WATER SAFETY
2016 BUDGET SPENDING PLAN
(January 1, 2016- June 30, 2017)**

EXHIBIT A

MN DNR - Enforcement Division
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
Email: deb.ethier@state.mn.us
Deb's phone #: 651-259-5361

County _____
Contact Name _____
Contact Phone _____

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time				\$ -
Seasonal				\$ -
GROUP I SUBTOTALS	-	\$ -	\$ -	\$ -

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP II SUBTOTALS	\$ -	\$ -	\$ -

GROUP III - EQUIPMENT	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP III SUBTOTALS	\$ -	\$ -	\$ -

2016 STATE GRANT TOTAL	\$ -	\$ -	\$ -
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Scan and email the signed form. Send to:
deb.ethier@state.mn.us

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

Signature _____ Date _____

**ALLOWABLE EXPENDITURES UNDER THE 2016 STATE BOAT AND WATER SAFETY
PROGRAM TO COUNTIES**

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between other duties and boat and water safety, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

Counties are urged to contact the Department of Natural Resources' Boat and Water Safety Unit for a determination prior to any questionable proposed expenditure.

SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS – The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. Also, Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than six years after the end of the grant agreement. All counties need to follow their own personnel policies on payroll for salary or overtime charged to this grant. If no written policy or procedure exists, you will then need to comply with the State of Minnesota policy on payroll and overtime.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental costs (docks, buildings, office facilities, equipment, etc.), travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (Spending Plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Items which are also used for general duty may either be charged to the boat and water safety account according to a percentage of use, or by mile/hour. The county must either use: 1) established county mileage charge or 2) the current US Internal Revenue Service mileage rate. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than six years after the end of this grant agreement. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

Other proposed expenditures which do not fit in to one of these three categories must be cleared with the Department of Natural Resources' Boat and Water Safety Unit prior to expenditure.

BOAT AND WATER SAFETY GRANT WORKSHEET		COUNTY:	LeSueur
		YEAR:	2014
2016 B&W Grant is based on 2014 activities			
A. COUNTY BOAT AND WATER ACTIVITIES FOR 2014 FROM COUNTY REPORT (60%)			
ACTIVITY	Co. Total	All Co. Total	Percentage
1. Total Boat & Water Hours*	864	93,110.0	1.86%
2. Written Warnings & Citations	15	5,499	0.27%
3. Reportable Accidents Investigated	0	77	0.00%
4. Search & Rescue Hours	0	7,151	0.00%
5. Rental Boat Inspections	125	14,523	0.86%
6. Talks and Displays	28	630	4.44%
7. Waterway Markers	180	7,192	2.50%
8. Temporary Structures & Event Permits	33	6,290	0.52%
9. DNR or USCG Training Classes**	3	245	1.22%
** ('13 class=5 pts., '12 class=3 pts., '11 class=1 pt.)			
ACTIVITY TOTAL			1.17%
* percentage is doubled per formula			
B. WATERCRAFT USED IN COUNTY (35%)			
(from DNR registration data on where boat is used most often. This includes non-residents who register boats in Minnesota.)			
Number of boaters reporting use most often in this county			5,941
Number of boaters statewide reporting boat usage information			787,389
PERCENTAGE OF TOTAL USE IN COUNTY			0.75%
C. SPECIAL CONSIDERATIONS (05%)			
Water bodies over 10,000 acres			0
Counties on Lake Superior and/or Lake of the Woods			0
Counties on commercially navigable Mississippi River and/or St. Croix River			0
PERCENTAGE CONSIDERATIONS			0.00%
A. ACTIVITIES	1.17% x 60% =		0.70%
B. WATERCRAFT USAGE	0.75% x 35% =		0.26%
C. SPECIAL CONSIDERATIONS	0.00% x 05% =		0.00%
TOTAL WEIGHTED PERCENTAGE			0.97%
2016 GRANT TO COUNTY*			0.97% x \$1,077,000
			\$ 10,395
* total grant is rounded off			

BOAT AND WATER SAFETY GRANT WORKSHEET		COUNTY:	LeSueur
		YEAR:	2013
2015 B&W Grant is based on 2013 activities			
A. COUNTY BOAT AND WATER ACTIVITIES FOR 2013 FROM COUNTY REPORT (60%)			
ACTIVITY	Co. Total	All Co. Total	Percentage
1. Total Boat & Water Hours*	760	95,525.8	1.59%
2. Written Warnings & Citations	11	6,253	0.18%
3. Reportable Accidents Investigated	1	103	0.97%
4. Search & Rescue Hours	0	6,054	0.00%
5. Rental Boat Inspections	380	13,772	2.76%
6. Talks and Displays	24	739	3.25%
7. Waterway Markers	183	6,185	2.96%
8. Temporary Structures & Event Permits	39	6,669	0.58%
9. DNR or USCG Training Classes**	6	244	2.46%
** ('13 class=5 pts., '12 class=3 pts., '11 class=1 pt.)			
ACTIVITY TOTAL			1.47%
* percentage is doubled per formula			
B. WATERCRAFT USED IN COUNTY (35%)			
(from DNR registration data on where boat is used most often. This includes non-residents who register boats in Minnesota.)			
Number of boaters reporting use most often in this county			6,041
Number of boaters statewide reporting boat usage information			787,799
PERCENTAGE OF TOTAL USE IN COUNTY			0.77%
C. SPECIAL CONSIDERATIONS (05%)			
Water bodies over 10,000 acres			0
Counties on Lake Superior and/or Lake of the Woods			0
Counties on commercially navigable Mississippi River and/or St. Croix River			0
PERCENTAGE CONSIDERATIONS			0.00%
A. ACTIVITIES	1.47% x 60% =		0.88%
B. WATERCRAFT USAGE	0.77% x 35% =		0.27%
C. SPECIAL CONSIDERATIONS	0.00% x 05% =		0.00%
TOTAL WEIGHTED PERCENTAGE			1.15%
2015 GRANT TO COUNTY*		1.15% x \$1,077,000	\$ 12,420
* total grant is rounded off			

2014 COUNTY BOAT AND WATER SAFETY ACTIVITY REPORT

LeSueur
County

1. Personnel & Equipment

a. Full time (only include # of people paid for boat and water)	1	1
b. Part time (only include # of people paid for boat and water)	3	2
c. Volunteers (# of people)	0	3
d. County Watercraft	3	4
e. Boat & water safety hours (*Include search & rescue hours (4a) in total)	864	5

2. Enforcement

a. Public complaints (ICRs)	15	6
b. Verbal warnings	103	7
c. Written warnings	15	8
d. Arrests or summons	0	9

3. Thefts

a. Boats stolen	0	10
b. Motors stolen	4	11
c. Boats recovered	0	12
d. Motors recovered	0	13

4. Search-Rescue-Recovery

a. Hours spent on search and rescue / recovery operations*	0	14
b. Number of search and rescue / recovery operations	0	16

5. Rental Boat Inspections

a. Number of resorts/rental agencies in county	10	
b. Number of resorts/rental agencies inspected	10	16
c. Number of rental boats inspected	125	17

6. Information and Education

a. Number of talks or classes given	18	18
b. Number of displays	10	19

7. Number of county buoys or waterway markers placed or maintained

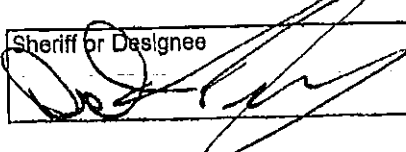
Summer Navigational Buoys/Signs	180	20
Winter Thin Ice Signs	0	21

8. Permits Issued

a. Marine events	8	22
b. Active temporary structures	27	23

Signatures

Person completing this report Carla Mador	Date 02/18/15	Phone: 507-357-8245
--	------------------	------------------------

Sheriff or Designee 	Date 02/18/15	Phone: 507-357-8557
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**COUNTY BOAT AND WATER SAFETY
2016 BUDGET SPENDING PLAN
(January 1, 2016- June 30, 2017)**

EXHIBIT A

MN DNR - Enforcement Division
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
Email: deb.ethier@state.mn.us
Deb's phone #: 651-259-5361

Le Sueur

County

Dave Tietz/Emily O'Brien

Contact Name

507-357-8549

Contact Phone

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time	1.0	\$ 32,000.00	\$ 10,395.00	\$ 42,395.00
Seasonal	1.0	\$ 5,000.00		\$ 5,000.00
GROUP I SUBTOTALS	2.0	\$ 37,000.00	\$ 10,395.00	\$ 47,395.00

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Fuel, Oil	\$ 500.00		\$ 500.00
Repairs and Maintenance	\$ 2,000.00		\$ 2,000.00
Supplies	\$ 2,500.00		\$ 2,500.00
Training Expense (Lodging, Meals and Registration)	\$ 1,000.00		\$ 1,000.00
Clothing Expense	\$ 500.00		\$ 500.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP II SUBTOTALS	\$ 6,500.00	\$ -	\$ 6,500.00

GROUP III - EQUIPMENT	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Dive Suit - Dry	\$ 2,500.00		\$ 2,500.00
Dive Suit - Wet	\$ 600.00		\$ 600.00
Boyancy Control Vest	\$ 600.00		\$ 600.00
Communications Face Mask	\$ 1,400.00		\$ 1,400.00
Life Jackets	\$ 800.00		\$ 800.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP III SUBTOTALS	\$ 5,900.00	\$ -	\$ 5,900.00

2016 STATE GRANT TOTAL	\$ 49,400.00	\$ 10,395.00	\$ 59,795.00
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Scan and email the signed form. Send to:
deb.ethier@state.mn.us

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

Signature

Date

3/28/16



Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 7

9:45 a.m. Justin Lutterman, GIS (10 min)

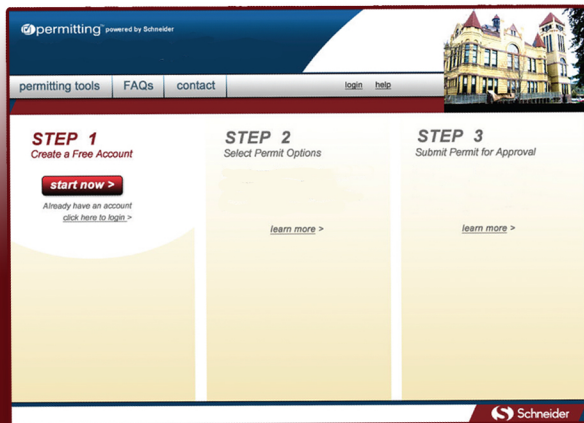
RE: Work Flow Management Presentation

Staff Contact:

PermittingTM

PermittingTM is a new innovative solution to help communities streamline and track all types of permits throughout their lifecycles. Schneider's cloud-based, PermittingTM dramatically reduces the time it takes to generate permits and improves customer satisfaction with a 24/7 easy to use solution. PermittingTM is quick, easy and affordable for your community.

SchneiderCorp.com/Permitting.com 866.973.7100



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[click here to login >](#)

STEP 2
Select Permit Options
[learn more >](#)

STEP 3
Submit Permit for Approval
[learn more >](#)

PermittingTM now in 3 easy steps!

PermittingTM can be used by multiple offices

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- ✓ Economic
- ✓ Sheriff
- ✓ Clerk
- ✓ Health Department
- ✓ Highway Department
- ✓ Animal Control
- ✓ Development

PermittingTM can process all types of permits, application & licenses such as

- ✓ Building
- ✓ Electrical
- ✓ Mechanical
- ✓ Home occupation
- ✓ Construction
- ✓ Conditional use
- ✓ Plumbing
- ✓ Handgun
- ✓ Alcohol
- ✓ Marriage
- ✓ Variance
- ✓ Driveway

MAPS

User friendly maps, offering easier manageability & workflow design



Number: Z-1059
8/14/2013 10:30:27 AM 12.0274.003
JOHN D & JANE J DOE Accessory
Structure up to 900 Sq. Ft.
Harrison Building Permit
Submitted by schneidervillepublic on 8/14/2013

Enter Building setbacks. If a setback does not apply to you please enter "0". An example of this would be distance to a feedlot if you are in a residential area.

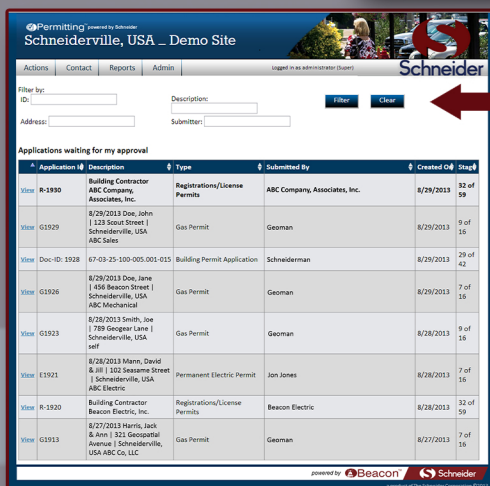
Map Sketch
Please use the map mark up tools and layers to make a sketch of the improvements to be done to the property.
Disclaimer: The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

250

Layer List:
☒ Roads
☒ Streams
☒ Signage of Road
☒ Flood Plain
☒ Wetlands
☒ General Zoning
☒ Subdivision Zoning
☒ Shaded Zoning
☒ Overlaid Zoning
☒ Townships
☒ Parcel Number Labels
☒ Parcels
☒ Aerial Photography

TRANSFER

Our support team can transfer existing historic permit data into the system



Filter by:
ID: _____ Description: _____
Address: _____ Submitter: _____

Applications waiting for my approval

Application ID	Description	Type	Submitted By	Created On	Stages
R-1890	Building Contractor ABC Company, Associates, Inc.	Registrations/License Permits	ABC Company, Associates, Inc.	8/29/2013	32 of 59
G1929	8/29/2013 Doe, John 1234 Main Street Schneiderville, USA ABC Sales	Gas Permit	Geoman	8/29/2013	9 of 16
Doc-ID: 1928	67-03-25-100-005.001-015	Building Permit Application	Schneiderman	8/29/2013	29 of 42
G1926	8/29/2013 Doe, Jane 456 Main Street Schneiderville, USA ABC Mechanical	Gas Permit	Geoman	8/29/2013	7 of 16
G1923	8/28/2013 Smith, Joe 789 Geogier Lane Schneiderville, USA self	Gas Permit	Geoman	8/28/2013	9 of 16
E1921	8/28/2013 Mann, David & Jill 102 Sesame Street Schneiderville, USA ABC Electric	Permanent Electric Permit	Jon Jones	8/28/2013	7 of 16
R-1920	Building Contractor Beacon Electric, Inc.	Registrations/License Permits	Beacon Electric	8/28/2013	32 of 59
G1913	8/27/2013 Harris, Jack & Ann 321 Geopatia Avenue Schneiderville, USA ABC Co, LLC	Gas Permit	Geoman	8/27/2013	7 of 16

Governments benefit by

- ✓ No additional hardware or software
- ✓ Improved workflow
- ✓ Increased organization efficiency
- ✓ Staff managed task list
- ✓ Affordable for any budget





Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 8

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

RE: CD #38 Amended Order Appointing Viewers

RE: Design Service Proposals for Le Sueur Shop

RE: Set Bid Opening Date for CSAH 32 and CR 126 and Countywide Restriping, May 13th at 1:00 p.m.

RE: Geotechnical Proposals for TH 112

RE: CSAH 14 Certificate of Performance

RE: Hwy 13 Snowmobile Bridge Project?

Staff Contact:

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 38

The matter of the petition of Stangler and others for the Redetermination of Benefits for Le Sueur County Ditch 38

**Order Amending Viewer
Appointments**

Commissioner _____ made a motion to adopt the following Order:

WHEREAS, on December ___, 2015, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 38, adopted findings and an order initiating a redetermination of benefits for LCD 38 and appointing viewers to conduct the redetermination; and

WHEREAS, the Board has learned that one of the viewers may not be available to perform viewing duties.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 38, amends its viewer appointment as follows:

ORDER

IT IS HEREBY ORDERED that Ron Ringquist, Bill Anderson and Allen Kerber are appointed viewers, with John Dotolo and Brad Wick as alternate viewers, to redetermine and report the benefits and damages for LCD 38.

The motion was seconded by Commissioner _____, and after discussion, the motion _____ and the Order was _____ by a vote of ___ yes and ___ no.

[15741-0023/2289320/1]

1

Dated this 5th day of April, 2016.

LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 38

By _____
Chairperson

[15741-0023/2289320/1]

2

September 28, 2015
Revised March 22, 2016



Mr. Darrell Pettis
Le Sueur County Highway Department
88 South Park Ave.
Le Center, MN 56057

Rochester
3777 40th Avenue NW
Suite 200
Rochester, MN 55901-1772

507.292.8743
507.292.8746
Rochester@wsn.us.com

WidethSmithNolting.com

New Garage/Maintenance Facility for Le Sueur County Highway Department

Proposal for Professional Services

Dear Mr. Pettis,

Thank you for the opportunity to offer this proposal for design services of the new garage/maintenance building for Le Sueur County. We appreciate the possibility to work with you on this project.

WSN offers several unique qualifications for your project:

- Extensive experience working with counties and communities, including design of facilities for storage, garage, maintenance, and other equipment.
- Efficiently and accurately integrate all in-house design disciplines – Architecture, Structural, Civil, Mechanical, Electrical Engineering and Land Surveying.
- Familiar with state and local building codes allowing expeditious review and approval processes.

Based on the September 8, 2015 discussion our understanding of the project is as follows:

- The County wishes to build a new 5,000-6,000 SF facility for the County Street Maintenance department.
- To be located on the County owned 1 acre lot on Dakota Street in the City of Le Sueur.
- The existing maintenance garage on the site will be demolished after the new building is constructed.
- New building will accommodate maintenance equipment and vehicles storage.
- Overall interior height should allow plows to fit; and bays should be 20 feet wide.
- There will be an office, lunch room, bathroom, utility sink.
- The building size will be approximately 60 by 100 feet.
- The building envelope will be fully insulated and the building will be heated in the winter; office & lunch will be air-conditioned in the summer.
- The floor plan will be open; to accommodate 5 vehicles.
- Windows will be provided for natural light.
- A new salt shed will be included.
- The project will be completed as design-bid-build, designed in the winter/spring of 2016 and built during summer/fall of 2016.
- The County will order and pay for soil borings sufficient to estimate soil bearing capacity for the building designed.

Services to include:

1. Schematic Design:
 - a. Prepare Schematic Design drawings with revisions incorporating Owner's input; includes two review meetings.
 - b. Conduct Planning/Zoning and Building Code review.
 - c. Develop/evaluate alternate construction types, materials, and building systems.
 - d. Develop a construction cost opinion.
2. Design Development:
 - a. Prepare Design Development drawings of selected design
 - b. Prepare outline specifications for building materials, systems, etc.

Engineering

Architecture

Surveying

Environmental



- c. Revise Design Development documents based on Owner's comments and/or additional requirements.
- d. Review design with permitting agency.
- 3. Construction Documents:
 - a. Prepare a complete set of architectural, mechanical, plumbing, electrical, and civil drawings and specifications for bidding, permitting, and construction.
- 4. Bidding:
 - a. Publish bid documents using an online plan room such as QuestCDN.com or IsqFt.com.
 - b. Monitor bidding process; respond to Requests for Information and issue Addenda as may be required.
- 5. Construction Administration:
 - a. Construction observation site visits: one meeting per month for a period of 6 months.
 - b. Review/approve contractor Applications for Payment.
 - c. Document modifications/changes during construction (Requests for Information, Construction Change Directives, Architects Supplemental Instructions, Change Orders, etc.).
 - d. Conduct a substantial completion visit and prepare a punch list of items for completion/correction.
 - e. Conduct a final visit and issue report.

Fees:

1. Architectural Design and Project Management	\$22,000.00	
2. Structural Design	\$6,000.00	
3. Mechanical, Electrical, Plumbing Design	\$18,500.00	
4. Civil Engineering Design (site plan with grading)	\$8,500.00	
5. Bidding assistance and limited Construction Administration	\$7,000.00	
6. Provide demolition design and drawings for existing maintenance building.	\$4,500.00	
6. TOTAL		\$62,000.00
To be billed monthly, proportionally to the work performed.		\$66,520.00


Optional Additional Services

Topographic site survey	\$1,500.00
-------------------------	------------

Reimbursable expenses to include travel expense, color copies, printing of schematic and construction drawing sets. Reprographics should not exceed \$200, and travel expenses not to exceed \$1,000. All reimbursable expenses will be billed at cost.

We are eager to contribute our expertise and we look forward to working with you to shape an achievable vision for your project! If you have any questions regarding this proposal, please do not hesitate to contact me at 507-206-2135 or e-mail dana.hlebichuk@wsn.us.com . If you meeting with your approval, kindly sign below and return a copy to our offices.

Sincerely,


 Dana Hlebichuk, AIA
 Architect

Draft


 Craig Britton, PE
 Vice President



Acceptance:

The above proposal and attached General Conditions are satisfactory and WSN is authorized to do the work as specified. Payment will be made monthly due within 30 days of billing. A finance charge is computed at a periodic rate of 1.5% per month (annual percentage rate of 18%) on any past due balance. Owner may accept this contract through the signature of its authorized representative below.

Draft

(Signed)

Date

(By)

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

- B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

March 11, 2016

Darrell Pettis
County Administrator
Le Sueur County
88 South Park Avenue
Le Center, MN 56057
countyadministrator@co.le-sueur.mn.us

RE: Professional Design Services Proposal for Equipment Storage Building
Le Sueur, Minnesota

Darrell,

Thank you for the opportunity to provide a professional design services proposal for construction of a new 6,000 square foot equipment storage building and a new salt storage building for the Le Sueur County Public Works Department. Based upon our conversation, we understand that the County would like the new facility to include five vehicle bays, one of which will serve as a wash bay. It should also include a break room and a meeting room. The salt storage building will be a basic metal building.

To assist the County with identifying the preferred construction type, ISG will provide information and guidance regarding the advantages and disadvantages of the construction materials and associated costs. This will allow the County to make an educated, cost-effective selection.

Comprehensive Design Solution

ISG will work with you and other identified stakeholders to finalize and further develop the previously developed schematic design to meet the needs of the Le Sueur County Public Works Department. Upon approval, ISG will then proceed forward with construction documents as outlined in the following sections.

Civil Engineering

ISG will provide the following civil engineering design and construction documents to meet the unique requirements of this site:

- Site plan
- Grading, drainage, and utilities plans
- Site circulation design relevant to parking, delivery, loading/unloading traffic
- Pavement plans and specifications
- Stormwater Pollution Prevention Plan (SWPPP), erosion control plan, and stormwater management plan
- Site notes, details, and specifications



RESPONSIVE



CREATIVE



INGENIOUS



EAGER



ACCOUNTABLE

115 E. Hickory Street + Suite 300 + Mankato, MN 56001

507.387.6651 + www.is-grp.com

ARCHITECTURE + ENGINEERING + ENVIRONMENTAL + PLANNING

Architecture

Utilizing the approved schematic floor plan, ISG will develop architectural construction documents including:

- Floor plan
- Building elevations and sections
- Roof plan
- Reflected ceiling plan
- Interior elevations, wall types, and sections
- Window, door, and hardware schedules
- Finish schedules
- Architectural notes, details, and specifications

ISG will also provide a code analysis, code record plan, the required plan review submittals, and any necessary responses to the local code official. All plan review fees will remain the responsibility of Le Sueur County.

Structural Engineering

To accommodate the structural need for this facility, ISG will provide:

- Footing and foundation plans
- Miscellaneous structural steel design
- Mezzanine design, if requested
- Concrete and masonry design
- Lintel design
- Sections, details, and specifications

ISG will coordinate obtaining geotechnical services from a third party for the County. This proposal also anticipates that the geotechnical information will be delivered to ISG prior to commencement of the footing and foundation design.

Special inspections and independent testing of the building pad and concrete will likely be required for this project. Costs for special inspections and independent testing will be the responsibility of Le Sueur County; however, ISG is able to assist with coordination of an independent testing and inspection agency on an hourly basis if requested.

MEP Services (Mechanical, Electrical, Plumbing)

Mechanical Engineering (HVAC and Plumbing)

ISG will provide plumbing design for the new building including water and sanitary sewer, piping layout and design, plumbing isometrics, miscellaneous details, schedules, and specifications. If required, ISG will prepare a fire suppression performance specification and provide coordination with the selected fire suppression contractor. To provide heating, cooling, and proper ventilation for the facility, ISG will provide HVAC plans, equipment specifications, sizing, and unit locations needed to serve the new spaces. ISG will also prepare and coordinate the required plumbing plan submittal to the applicable review agencies. Associated review and permit fees will be the responsibility of Le Sueur County.

Electrical Engineering

ISG will provide plans and specifications for:

- New electric service
- Power distribution
- Panelboard layout schedules
- Interior and site lighting
- Fire alarm system
- Wiring diagrams
- Rough-in locations for data, communications, and television cabling
- Equipment and fixture specifications

Construction Administration

ISG can provide these services on an hourly basis to the extent requested by Le Sueur County.

- Bid related activities (inviting and soliciting competitive bids from selected general contractors)
- Responding to contractor questions and issuing clarifications if necessary
- Assistance with bid evaluation
- Preparation of contracts between the owner and contractor
- Shop drawing and submittal review
- Site visits and observations at appropriate intervals
- Review and approval of change orders and payment requests
- Project close-out (site walk-through and preparation of a final punchlist)

Compensation

ISG proposes to provide the scope of services described within this proposal for compensation in accordance with the following schedule:

SERVICE	COMPENSATION
Civil Engineering	\$6,000
Architecture	\$27,000
Structural Engineering	\$7,000
Mechanical Engineering (HVAC + Plumbing)	\$10,500
Electrical Engineering	\$7,500
Construction Administration	\$6,000
TOTAL	\$64,000

Reimbursable Expenses

Anticipated reimbursable expenses such as travel time, mileage expense, printing costs, etc. are included within the compensation listed above. Le Sueur County will be responsible for the cost of soil borings, review and permit related costs, and any special inspection costs that may be required.

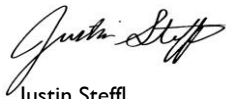
Additional Services

Please note that off-site improvements such as utility extensions, traffic studies, or other major transportation improvements, as well as fuel tank design, have not been included within the scope of this proposal. These services can be provided under a separate proposal if requested.

Our goal for this proposal, like our services, is to be flexible to accommodate the ongoing requirements of your project. At your request, ISG is able to provide you with a subsequent proposal to assist you with any additional professional design services that may be necessary to facilitate construction of this project as it moves forward. It is understood that replatting and alley vacation work will be performed by the County to accommodate the proposed new facility. In the event that Le Sueur County seeks additional assistance with this or other design tasks, ISG is able to provide the County with continued prompt, professional service.

Thank you again for the opportunity to provide you with a proposal to meet the requirements of this project. ISG looks forward to continuing to build a strong professional relationship with Le Sueur County by providing responsive service, a collaborative approach, and timely delivery.

Sincerely,



Justin Steffl
Associate Principal + Project Manager

ACKNOWLEDGEMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2016

For: _____

By: _____

Title: _____

This proposal is valid for 30 days.

March 18, 2016

Proposal QTB035084

Chris Knutson, PE
Short Elliott Hendrickson, Inc.
12 Civic Center Plaza, Suite 2088
Mankato, MN 56001
cknutson@sehinc.com

Re: Proposal for a Geotechnical Soil Borings and Laboratory Testing
TH 112
Le Center to Le Sueur
Le Sueur County, Minnesota

Dear Mr. Knutson:

We respectfully submit this proposal to complete geotechnical soil borings and laboratory testing for the proposed reconstruction and turnback of TH 112 from State ownership to County ownership from Le Center to Le Sueur, Minnesota.

Our Understanding of Project

Based on the information you provided to us and our conversation, we understand this project includes a full reconstruction of approximately 11 miles of TH 112. The project will include mill and overlay and widening of the shoulders. A portion of this project traverses a wetland area.

Our proposal includes services to complete geotechnical field and laboratory testing; we understand Short Elliott Hendrickson, Inc. (SEH) will complete the geotechnical design for this project.

Purpose

The purpose of our soil borings and laboratory testing will be to characterize subsurface geologic conditions at selected exploration locations, and provide you with this information for use in design and construction of the proposed highway reconstruction and shoulder widening.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

AA/EOE

Site Access, Staking and Utility Clearance

Based on a site reconnaissance, we are proposing to complete the soil borings with a truck-mounted drill rig (in the existing roadway), and an all-terrain track-mounted drill rig (at the toe of the existing embankments and within the wetland area).

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we propose to drill:

- Fourteen (14) flight auger borings to a depth of 5 feet through the existing TH 112 pavement;
- Fourteen (14) flight auger borings to a depth of 10 feet outside the toe of the current embankment of TH 112;
- Six (6) standard penetration borings to a depth of 30 feet at the proposed culvert locations outside the toe of the current embankment of TH 112;
- Eleven (11) standard penetration borings to a depth of 75 feet within the swamp area. (We have assumed 5 borings will be completed through the existing TH 112 pavement and 6 borings in the swamp outside the toe of the current TH 112 embankment).

Penetration tests will be performed at 2 ½-foot vertical intervals to a depth of 31 feet, and at 5-foot intervals at greater depths (in general accordance with ASTM Method D1586). We have also made provisions to obtain up to seventeen (17) thin-walled tube samples of the soils for laboratory testing (in general accordance with ASTM Method D1587).

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If groundwater is encountered in the boreholes during or immediately after drilling, the depth where it is observed will be recorded on the boring logs.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer. Based on the proposed boring depths, we plan to seal 1005 feet of borehole with bentonite grout and prepare associated sealing records.

Field Vane Shear Testing

We anticipate Field Vane Testing can be completed in 2 days on site using a track mounted ATV drill rig. We have estimated completing 10 Field Vane Shear Tests.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer in general accordance with ASTM D2487 and MnDOT Triangular Texterural Classification system. As requested by the RFP, we have budgeted to perform the following laboratory tests, on samples selected by SEH:

- (250) Moisture content tests (ASTM D2216)
- (40) Sieve Analyses through the #200 sieve (ASTM D1140)
- (12) Atterberg limits tests (ASTM D4318)
- (10) Organic content tests (ASTM D2974)
- (3) Hveem Stabilometer R-Value Testing with Standard Proctor Test (MnDOT 1307)
- (2) Unconsolidated-undrained triaxial shear strength tests (ASTM D2850)
- (3) One-dimensional consolidation tests (ASTM D2435)
- (3) Time-rate consolidation tests (ASTM D2435)

Reporting

Data obtained from the borings and laboratory tests will be summarized in a factual report, including:

- A CAD-generated sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- Laboratory test reports.
- A summary of the subsurface profile and groundwater conditions, and our procedures.

Only an electronic copy of our report and electronic gINT project file will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Cost

We will furnish the services described in this proposal for an estimated fee of \$84,585. An itemization of our estimated costs is provided at the end of this proposal on the Cost Estimate sheet. We will not exceed this estimated fee without your authorization through a Change Order.

Double-Ring Infiltrometer Tests are not included as part of the estimated fees. Double-Ring Infiltrometer tests can be provided for \$650 per test, not including the cost for a subcontracted excavator. Excavation

services can be contracted through SEH or Braun Intertec. If excavation services are contracted through Braun Intertec, services will be charged at a rate of 1.15x the actual cost.

Our work may extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

We have not included potential costs due to the need for stand-by time or work that is not included in the above Scope of Services. Costs for stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment), or beyond the scope of services indicated above will be charged at a rate of \$270 per hour.

Schedule

We anticipate our work can be performed according to the following schedule:

- *Drill rig mobilization* – within 4 weeks following receipt of written authorization;
- *Field exploration* – 3 weeks (1 week with a truck mounted drill rig and 2 weeks with a track mounted ATV drill rig) on-site to complete the work. Field exploration in the swamp areas may be delayed if overly wet conditions are encountered;
- *Classification and laboratory testing* – within 1 to 2 weeks following completion of the field exploration and selection of the laboratory testing schedule by SEH;
- *Preliminary results* – as the samples are obtained and reviewed;
- *Report submittal* – Completed within approximately 12 to 14 weeks following authorization.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

Our services will be provided under the terms of the Master Service Agreement with Short Elliott Hendrickson dated July 2, 2008.

We appreciate the opportunity to present this proposal to you. ***If acceptable, please return a signed copy in its entirety as authorization to proceed.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule. We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Cyle Erie at 507.226.4997 or CErie@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

Amy R. Kreofsky, EIT
Staff Engineer

Josh L. Kirk, PE
Senior Engineer

Cyle N. Erie, PE
Principal/Senior Engineer

Attachments:
Cost Estimate

cc: Brent Theroux, SEH; (btheroux@sehinc.com)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN
INTERTEC

Project Proposal

QTB035084

TH 112 Turnback

Client:

Short-Elliott-Hendrickson, Incorporated
Chris Knutson
12 Civic Center Plaza, Suite 2088
Mankato, MN 56001
507-388-1989

Work Site Address:

TH 112
Le Sueur, MN

Service Description:

Contract Drilling

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Site Layout - Staking - Utility Clearance - CADD				\$5,870.00
288	Project Assistant	6.00	Hour	80.00	\$480.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Schedule Utility Meet & Permits	3.00	hours	1.00	3.00
	Sealing Records	3.00	hours	1.00	3.00
SUB-BILL	Subcontractor Billable - Warning Signs per day	5.00	Each	200.00	\$1,000.00
5100	Trimble R8 Rover (horizontal and vertical), per day	1.00	Each	250.00	\$250.00
3753	Soil Boring Location Sketch Scaled	1.00	Each	200.00	\$200.00
205	Site layout and utility clearance	12.00	Hour	90.00	\$1,080.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Stake Boring Locations	1.00	Trip	8.00	8.00
	Utility Meet/Clearance	1.00	Trip	4.00	4.00
1862	DRIL Trip Charge	2.00	Each	75.00	\$150.00
9902	Sealing records, each	10.00	Each	60.00	\$600.00
1025	Bore hole abandonment, per foot	1,005.00	Each	2.00	\$2,010.00
9738	Bituminous patch, per bag	5.00	Each	20.00	\$100.00
Activity 1.2	Drilling Services				\$49,715.00
9000	Truck Mounted Drilling Services, per hour	47.00	Each	270.00	\$12,690.00
9200	Track Mounted Drill Rig and Crew, per hour	85.00	Each	330.00	\$28,050.00
1022	Thin-walled sample tubes (ASTM D 15 87), each	17.00	Each	25.00	\$425.00
306	Flagger	94.00	Hour	75.00	\$7,050.00
9510	Overtime addition to two-person crews, per hour	20.00	Each	55.00	\$1,100.00
1862	DRIL Trip Charge	5.00	Each	80.00	\$400.00
Activity 1.3	Geotechnical Soil Tests				\$15,915.00
1152	Moisture content (ASTM D 2216), per sample	250.00	Each	15.00	\$3,750.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	40.00	Each	110.00	\$4,400.00
1156	Atterberg Limits: LL and PL (ASTM D 4318), per sample	12.00	Each	90.00	\$1,080.00
1174	Organic content (ASTM D 2974), per sample	10.00	Each	70.00	\$700.00
1732	Hveem stabilometer R-Value (MNDOT 1307), per sample	3.00	Each	420.00	\$1,260.00
1206	Unconsolidated-Undrained Triaxial testing (per 3 points), (ASTM D 2850), per sample	2.00	Each	750.00	\$1,500.00
1196	Consolidation testing, one-dimensional (Strain vs. Pressure curve only) (ASTM D 2435), per sample	3.00	Each	375.00	\$1,125.00
1198	Consolidation testing, time-rate, ASTM D2435, per sample	3.00	Each	550.00	\$1,650.00
1318	Standard Proctor Test(ASTM D 698)	3.00	Each	150.00	\$450.00
Activity 1.4	Evaluation/Analysis/Reports				\$8,085.00
138	Project Assistant	15.00	Hour	80.00	\$1,200.00

Project Proposal

QTB035084

TH 112 Turnback

118	Staff Engineer	25.00	Hour	120.00	\$3,000.00
126	Project Engineer	15.00	Hour	135.00	\$2,025.00
128	Senior Engineer	8.00	Hour	165.00	\$1,320.00
125	Project Manager	4.00	Hour	135.00	\$540.00

Phase 1 Total: \$79,585.00

Phase 2	Field Vane Shear Testing				
Activity 2.1	Field Vane Shear Testing				\$5,000.00
1030	Vane Shear Test (ASTM D 2573), per test	10.00	Each	400.00	\$4,000.00
1087	Setup for Vane Shear Test, per location	2.00	Each	500.00	\$1,000.00

Phase 2 Total: \$5,000.00

Phase 3	Additional Testing				
Activity 3.1	Additional Testing				\$0.00
1193E	Double-ring Infiltrrometer, per test		Each	650.00	\$0.00
1072	Subcontracted specialized services, excavation		Each	1.15	\$0.00

Phase 3 Total: \$0.00

Proposal Total: \$84,585.00



March 9, 2016

SEH, Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110

Attn: Brent Theroux

RE: Proposal for Geotechnical Services
TH 112 Turnback
Le Sueur County, Minnesota

Dear Mr. Theroux,

American Engineering Testing, Inc. (AET) is pleased to submit this Letter Proposal to conduct the scope of services listed below.

Scope

Fieldwork

- Drill and sample fourteen flight auger borings to a depth of 5 feet. Additional depth will be performed as directed by SEH or to achieve a minimum 5 foot penetration into mineral soils if organic soils are encountered.
- Drill and sample fourteen flight auger borings to a depth of 10 feet. Additional depth will be performed as directed by SEH or to achieve a minimum 5 foot penetration into mineral soils if organic soils are encountered.
- Drill and sample six standard penetration test (SPT) borings to a depth of 30 feet. The borings will be sampled using 2½ foot intervals to 30-feet in depth, and at 5 foot intervals if further depth is required. Thinwall samples will be obtained if in organic soils in lieu of SPT. We understand a rubber tired all-terrain rig will likely be required. Additional depth will be performed as directed by SEH or to achieve a minimum 15 foot penetration into mineral soils if organic soils are encountered.
- Drill and sample eleven standard penetration test (SPT) borings to a depth of 75 feet. The borings will be sampled at 2½ foot intervals to 30-feet in depth and at 5 foot intervals below 30 feet in depth. Thinwall samples will be obtained if in organic soils in lieu of SPT. We understand a rubber tired all-terrain rig will likely be required.

Additional depth will be performed as directed by SEH or to achieve a minimum 15 foot penetration into mineral soils if organic soils are encountered.

- Drill two un-sampled offset boreholes and perform up to five vane shear tests in each borehole. SEH will select locations of offset boreholes and depths of tests following review of draft logs in the swamp area. We understand a rubber tired all-terrain rig will likely be required.
- Perform double-ring infiltrometer tests at proposed pond locations which will be provided by SEH at a later date.
- Mark proposed locations prior to drilling based on coordinates provided by SEH.
- Clear underground public utilities through the Gopher State One Call System.
- Boring location/elevation surveying to be done by SEH.

Laboratory

- Visually-Manually classify the soils per the MNDOT Triangular Textural Classification system.
- Conduct moisture content tests on samples as directed by SEH.
- Perform 40 sieve analysis tests as directed by SEH. Additional tests will be performed as directed by SEH.
- Perform 12 Atterberg Limits tests as directed by SEH. Additional tests will be performed as directed by SEH.
- Perform 10 Organic Content tests as directed by SEH. Additional tests will be performed as directed by SEH.
- Perform 3 R-Value tests as directed by SEH. Additional tests will be performed as directed by SEH.
- Perform 2 Unconsolidated Undrained Triaxial tests (single point) as directed by SEH. Additional tests will be performed as directed by SEH.
- Perform 3 Single Load Consolidation tests as directed by SEH. Additional tests will be performed as directed by SEH.
- Perform 3 Standard Consolidation tests as directed by SEH. Additional tests will be performed as directed by SEH.

Data Report

- Logs of the test borings, including N-Values and laboratory results.
- Standard descriptions of drilling, sampling, testing, and classification methods.

The scope of work defined in this proposal is intended for geotechnical purposes only, and not to explore for the presence or extent of environmental contamination at this site. However, we will note obvious contamination encountered.

Fee:

The work will be performed on a time-and-materials basis per the attached fee schedule.

We will establish \$88,750 as a not to exceed fee for the desired scope discussed above (not including double-ring infiltrometer testing). If additional boring footage is directed, or additional laboratory testing is required, additional fees may be added to the maximum fee.

We will assume the unit price for double-ring infiltrometer tests to be \$1,770 per test with the following assumptions:

- Testing to be performed in accordance with MNDOT requirements.
- Test duration is 6 hours per test. Assumes 1 test per day.
- Assumes mobilization from our St. Paul office for the testing.
- Assumes that others will arrange for an excavating contractor to perform excavation to elevations required for testing and safe access for AET personnel. Any prewetting required will be performed by excavating contractor.
- AET can subcontract for an excavator, but that will result in additional charges. We will need specific test locations and depths to obtain a quote.
- We will bring a flatbed truck with water tanks; however, depending on the infiltration rate, the tanks cannot hold sufficient water for the entire 6 hour test duration. In the past, project general contractors have been able to either leave their water truck at our test site, or stop by throughout the day to refill our water tanks. If this isn't possible, we will have to work together to get a large water truck/tank onsite; fees for this have not been included in our estimate. If additional water cannot be transported to the site, we would run each test until we use up our water supply.
- Attendance at project meetings would be an extra charge.

Additional flight auger borings through pavement will have a fee of \$28.95 per boring plus \$16.08 per foot, assuming the following:

- Test is performed while other drilling is occurring and no additional days or travel will be required for the work. There may be additional fees if mobilization is required from our office and/or if additional traffic control time is needed.

Additional flight augers borings requiring an all-terrain rig will be \$31.95 per boring plus \$17.75 per foot assuming the following:

- Test is performed while other drilling is occurring and no additional days or travel will be required for the work. There may be additional fees if mobilization is required from our office and/or if additional traffic control time is needed.

Brent Theroux
March 17, 2016
Page 4 of 4

Additional fees for additional laboratory testing are as follows:

- Atterberg Limits: \$110 per test
- Sieve Analysis: \$102 per test
- Organic Content: \$65 per test
- R-Value Test: \$388 per test
- Standard Consolidation: \$600 per test
- Single Point Consolidation: \$475 per test
- Unconsolidated Undrained Triaxial Test: \$240 per point.

Terms/Conditions:

Our services will be performed per the *Subcontract Agreement Between Short Elliot Hendrickson, Inc. and American Engineering Testing, Inc. For Professional Services*, dated November 20, 2015.

Acceptance:

Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original purpose is intended for your records.

Brent Theroux
March 17, 2016
Page 5 of 4

Sincerely,



Shawn Dedeker
Staff Engineering Geologist
Phone (651)789-4667
sdedeker@amengtest.com

PROPOSAL ACCEPTANCE BY:

Signature: _____

Company: _____

Date: _____

Attachments:
2016 Geotechnical Fee Schedule

CERTIFICATE OF PERFORMANCE

County of: Le Sueur

Project Numbers: SAP 40-614-009

Name of Contractor: Barnett Bros Inc

Funding:	State Park	\$500,000.00
	SA Bond	898,367.50
	Bond	63,119.04
	SA Reg Construction	256,766.12
	Local	<u>19,928.80</u>
	Total	1,738,181.46

Contact Amount: \$1,437,306.40

Total Value of Work: \$1,738,181.46

Final Payment Amount: \$152,313.27

Contact Number: 20132

I HEREBY CERTIFY to the Board of Commissioners of Le Sueur County, that I have been in charge of the work required by the above described contract, that all such work has been done and performed, measured by, and in accordance with an pursuant to the items of said contract.

4/4/16
Date



Darrell Pettis, County Hwy Engineer



Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 9

10:00 a.m. Springsted Workshop

Staff Contact:



Le Sueur County, MN

Tuesday, April 5, 2016

Board Meeting

Item 10

Future Meetings

Staff Contact:

Future Meetings April - May 2016

April 5, 2016	Board Meeting, 9:00 a.m. *Springsted Workshop 10:00 a.m. *CHB Meeting rescheduled for May 3rd
April 12, 2016	No Board Meeting
April 14, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
April 19, 2016	Board Meeting, 9:00 a.m.
April 21, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
April 26, 2016	Board Meeting, 9:00 a.m.
May 3, 2016	Board Meeting, 9:00 a.m. *CHB Meeting and videoconference, 12:00 p.m. in Le Center at the EOC Building
May 10, 2016	No Board Meeting
May 12, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
May 17, 2016	Board Meeting, 9:00 a.m.
May 19, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
May 24, 2016	Board Meeting, 9:00 a.m.
May 30, 2016	Offices Closed - Memorial Day
May 31, 2016	No Board Meeting