



---

# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 9**

**10:20 a.m. Darrell Pettis, County Administrator/Engineer**

*RE: Le Sueur County HRA Board Appointment*

*RE: Transit*

*RE: TH 13 Agreement*

*RE: Lake Washington Outlet Structure*

*RE: JD #1 Repair Request*

*RE: MAXIMUS Contract*

**Staff Contact:**



District 7

2151 Bassett Drive  
Mankato, MN 56001-6888

Office Tel:(507) 304-6100

Fax:(507) 304-6119

April 22 2016

To: Darrell Pettis  
Le Sueur County Engineer  
88 South Park Avenue  
Le Center, MN. 56057

Subject: Proposed Detour Agreement No. 1003195  
Le Sueur County  
S.P. 4001-47 (T.H. 13 =013)  
State cost compensation for road life  
consumed by the T.H. 14 detour

Dear Mr. Pettis:

Transmitted herewith in duplicate is a proposed agreement with Le Sueur County. This agreement provides for payment by the State to the County for road life consumed on County State Aid Highway No. 3 and No. 8 which will be used as a Temporary Trunk Highway No. 13 detour.

Kindly present this agreement to the Board of County Commissioners for their approval and execution that includes original signatures of the County Board authorized officers on all copies of the agreement. Also required are two original copies of a resolution passed by the County Board authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed. A third copy of the agreement is provided for your use until you receive a "fully executed" copy.

It is requested that the executed agreement and resolutions (two originals of each) be returned to me. A copy will be returned to the County when fully executed.

Sincerely,

Craig Felber  
District 7 Detour Agreement Coordinator

Enc. Proposed Agreement (2)  
Suggested Resolution (2)

cc: Maryanne Kelly-Sonnek – M.S. 682  
File

An Equal Opportunity Employer



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
LE SUEUR COUNTY  
DETOUR AGREEMENT**

**For Trunk Highway No. 13 Detour**

<b>State Project Number (S.P.):</b> <u>4001-47</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b> <u>13=013</u>	<b><u>\$2,904.09</u></b>

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Le Sueur County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to perform roadway and slope repair upon, along and adjacent to Trunk Highway No. 13, approximately 0.7 miles south of Trunk Highway 99, under State Project No. 4001-47 (T.H. 13=13); and
2. The State requires a detour to carry Trunk Highway No. 13 traffic on County State Aid Highway No. (C.S.A.H.) 3 and No. 8 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

**2. Agreement between the Parties**

**2.1 Detour**

- A. Location.** The State will establish the T.H. 13 detour route on the following County roads as detailed in the project plans or Special Provisions:  
Stage 1: C.S.A.H. 3 and C.S.A.H. 8 for a total of 7.40 miles.
- B. Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- C. Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in

-1-

Detour Agreement without Local Maintenance (Municipal Agreements)

length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.

- E. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

**2.2 Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
- B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### 3. Payment

**3.1 For Road Life Consumed.** \$2,904.09 is the State's estimated cost for the road life consumed by the detour based on the data below:

	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Stage 1	0.00513	1700	7.40	45	\$2,904.09
Total Road Life Consumed					<u>\$2,904.09</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

**3.2 Maximum Obligation.** \$10,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

**3.3 Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

### 4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 13 detour to as good of condition as they were before designation as temporary trunk highways.



## 5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 5.1 The State's Authorized Representative will be:

Name/Title: Craig Felber  
Address: 2151 Bassett Drive, Mankato, MN 56001  
Telephone: 507-304-6145  
E-Mail: craig.felber@state.mn.us

### The County's Authorized Representative will be:

Name/Title: Darrell Pettis, County Engineer  
Address: 88 South Park Avenue, Le Center, MN 56057  
Telephone: 507-357-2251  
E-Mail: dpettis@co.le-sueur.mn.us

## 6. Assignment; Amendments; Waiver; Contract Complete

- 6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

## 8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; 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 County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County 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 this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: 3000294095

**LESUEUR COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

Approved: \_\_\_\_\_

By:   
(District Engineer)

Date: 4-22-16

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

-5-

Detour Agreement without Local Maintenance (Municipal Agreements)

**LE SUEUR COUNTY**

**RESOLUTION**

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1003195 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Road No. 3 and County State Aid Road No. 8 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 13, under State Project No. 4001-47 (T.H. 13=013).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title)  
\_\_\_\_\_ are authorized to execute the Agreement and any  
(Title)  
amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Le Sueur County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NOTARY  
STAMP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)



# BOLTON & MENK, INC.

## Consulting Engineers & Surveyors

1960 Premier Drive • Mankato, MN 56001-5900  
Phone (507) 625-4171 • Fax (507) 625-4177  
www.bolton-menk.com

April 13, 2016

Mr. Darrell Pettis, P.E.  
Le Sueur County Engineer/Administrator  
88 South Park Avenue  
Le Center, MN, 56057

RE: Final Contractor's Pay Estimate  
Lake Washington Outlet Structure  
Le Sueur County, Minnesota  
Project No.: M13.106295

Dear Mr. Pettis:

Enclosed are four signed copies of Change Order No. 1 together with four signed copies of Contractor's Pay Estimate No. 2-Final for the completion of all work on the Lake Washington Outlet Structure. The Change Order documents the approved change from turf restoration to aggregate pathway as discussed last December.

Please note that the appropriate tax withholding forms are attached to each Pay Estimate. Also, the Contractor's surety has signed each estimate acknowledging final payment.

Please review these documents to be assured of complete satisfaction. If everything is in order, please include this Final Contractor's pay request with your normal accounts payable documents for County Board approval.

If approved, please secure the appropriate signature on each of the estimates, forward one copy to the Contractor with the payment, and return one copy to our office for our files. The final two copies are for your records.

If you have any questions, please feel free to call.

Sincerely,  
BOLTON & MENK, INC.

William R. Douglass, P.E.  
Principal  
Water Resources Group Manager  
Ph: (507) 625-4171, Ext. 2049  
WRD/wrd

Enclosure

cc: Larry Venjohn, Lake Washington Association  
Bruce Klugherz, Lake Washington Association

H:\PRIV\M13106295\I\_Corres\Final Pay Est County Submittal.docx

*DESIGNING FOR A BETTER TOMORROW*  
Bolton & Menk is an equal opportunity employer





CONTRACTOR'S FINAL PAY REQUEST	
LAKE WASHINGTON OUTLET STRUCTURE	
LAKE WASHINGTON IMPROVEMENT ASSOCIATION	
LE SUEUR COUNTY, MN	
BMI PROJECT NO. M13.106295	
DISTRIBUTION:	
CONTRACTOR (1)	
OWNER (1)	
ENGINEER (1)	
BONDING CO. (1)	
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$116,916.00
TOTAL, COMPLETED WORK TO DATE	\$93,420.43
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$93,420.43
RETAINAGE	
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$93,420.43
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$88,179.41
PAY CONTRACTOR AS ESTIMATE NO. 2-Final	\$5,241.02

**Certificate for Final Payment**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Dirt Merchant, Inc.  
3301 Third Avenue  
Mankato, MN 56001

By    
Name BRYAN BODE Title PRESIDENT

Date April 5, 2016


The Travelers Casualty and Surety Company of America

Approved 

Contractor's Surety John E. Tauer, Attorney-in-Fact

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 1960 PREMIER DRIVE, MANKATO, MN.

By , PRINCIPAL  
William R. Douglass, P.E.

Date 4-13-16

APPROVED FOR PAYMENT:

OWNER: Le Sueur County, MN

By \_\_\_\_\_  
Name Title Date

And \_\_\_\_\_  
Name Title Date



**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229381

Certificate No. 006676180

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John E. Tauer, Linda K. French, R. W. Frank, Craig Remick, Rachel Thomas, Nicole Stillings, Joshua R. Loftis, Brian J. Oestreich, Sandra M. Doze, Jerome T. Ouimet, D. R. Dougherty, Jack Cedarleaf II, Kurt C. Lundblad, Melinda C. Blodgett, R. C. Bowman, R. Scott Egginton, Ted R. Jorgensen, Emily Keiser, and Lin Ulven

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of March, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 2nd day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.



# Final Pay Estimate No.:

2-Final

LAKE WASHINGTON OUTLET STRUCTURE  
LAKE WASHINGTON IMPROVEMENT ASSOCIATION  
LE SUEUR COUNTY, MN  
BMI PROJECT NO. M13.106295

WORK COMPLETED THROUGH March 18, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$13,850.00	1 LS	\$13,850.00	1 LS	\$13,850.00	1 LS	\$13,850.00
2	REMOVE MISCELLANEOUS CONCRETE	\$3,800.00	1 LS	\$3,800.00	1 LS	\$3,800.00	1 LS	\$3,800.00
3	CLEAR AND GRUB TREE	\$150.00	18 EA	\$2,700.00	19 EA	\$2,850.00	19 EA	\$2,850.00
4	DEWATERING	\$7,500.00	1 LS	\$7,500.00	1 LS	\$7,500.00	1 LS	\$7,500.00
5	TOPSOIL BORROW	\$40.50	10 CY	\$405.00	15 CY	\$607.50	15 CY	\$607.50
6	COMMON EXCAVATION	\$20.75	420 CY	\$8,715.00	270 CY	\$5,602.50	270 CY	\$5,602.50
7	REINFORCED CONCRETE OUTLET STRUCTURE	\$40,400.00	1 LS	\$40,400.00	1 LS	\$40,400.00	1 LS	\$40,400.00
8	VINYL SHEET PILING	\$40.00	228 SF	\$9,120.00	228 SF	\$9,120.00	228 SF	\$9,120.00
9	STABILIZING AGGREGATE (C.V.)	\$47.95	10 CY	\$479.50	0 CY	\$0.00	0 CY	\$0.00
10	SUBGRADE EXCAVATION	\$58.75	10 CY	\$587.50	0 CY	\$0.00	0 CY	\$0.00
11	RIP RAP CLASS IV, MODIFIED	\$39.95	620 TON	\$24,769.00	177.48 TON	\$7,090.33	177.48 TON	\$7,090.33
12	CATEGORY 3 EROSION CONTROL BLANKET	\$2.30	370 SY	\$851.00	387 SY	\$890.10	387 SY	\$890.10
13	GEOTEXTILE EROSION CONTROL MAT	\$7.50	80 SY	\$600.00	48 SY	\$360.00	48 SY	\$360.00
14	SILT FENCE - HEAVY DUTY	\$3.00	173 LF	\$519.00	0 LF	\$0.00	0 LF	\$0.00
15	TEMPORARY SEEDING, MIX No. 21-113	\$32.50	12 MSF	\$390.00	0 MSF	\$0.00	0 MSF	\$0.00
16	SEEDING, MIX No. 33-261 (NATURAL & STREAM BANK AREAS)	\$150.00	10 MSF	\$1,500.00	5 MSF	\$750.00	5 MSF	\$750.00
17	SEEDING, MIX No. 25-151 (PARK LAWN AREAS)	\$65.00	2 MSF	\$130.00	0 MSF	\$0.00	0 MSF	\$0.00
CHANGE ORDER NO. 1								
1	EXTEND EXISTING AGGREGATE PATH	\$600.00	1 LS	\$600.00	LS	\$0.00	1 LS	\$600.00
TOTAL AMOUNT PLUS CHANGE ORDER NO. 1:				\$116,916.00	\$92,820.43		\$93,420.43	

## MINNESOTA - REVENUE

### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number: 0-196-553-792  
Submitted Date and Time: 30-Mar-2016 3:51:26 PM  
Legal Name: DIRT MERCHANT INC  
Federal Employer ID: 81-0608299  
User Who Submitted: BJB1976  
Type of Request Submitted: Contractor Affidavit

#### Affidavit Summary

Affidavit Number: 1634549760  
Minnesota ID: 6465612  
Project Owner: LE SUEUR COUNTY  
Project Number: M13.106295  
Project Begin Date: 01-Nov-2014  
Project End Date: 31-Dec-2014  
Project Location: LAKE WASHINGTON OUTLET  
Project Amount: \$116,916.00

#### Subcontractor Summary

Name	ID	Affidavit Number
EVERGREEN LAWN SERVICE	9938884	1038958592
EVENSON CONCRETE SYSTEMS INC	6862005	1361018880

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

## MINNESOTA REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

## Confirmation Summary

Confirmation Number: 0-872-790-400  
 Submitted Date and Time: 30-Jan-2015 11:19:04 AM  
 Legal Name: EVENSON CONCRETE SYSTEMS INC  
 Federal Employer ID: 20-0702217  
 User Who Submitted: abdotaxes  
 Type of Request Submitted: Contractor Affidavit

## Affidavit Summary

Affidavit Number: 1361018880  
 Account Number: 6862005  
 Project Owner: LE SUEUR COUNTY  
 Project Number: M13.106295  
 Project Begin Date: 27-Oct-2014  
 Project End Date: 31-Oct-2014  
 Project Location: LAKE WASHINGTON OUTLET STRUCTURE, MADISON LAKE, MN  
 Project Amount: \$21,100.00  
 Subcontractors: No Subcontractors

## Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

## Contact Us

If you need further assistance, contact our Withholding Tax Division at (Metro Area) 651-282-9999, (Greater Minnesota) 800-657-3594, or (email) [Withholding.tax@state.mn.us](mailto:Withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

## How to View and Print this Request

You can see copies of your requests by going to the History Tab.

Please print this page for your records using the print or save functionality built into your browser.

[https://www.mndor.state.mn.us/tp/eservices/Retrieve/0/b-/Cs2vYscWc2O7zJ\\_7v\\_cEmw...](https://www.mndor.state.mn.us/tp/eservices/Retrieve/0/b-/Cs2vYscWc2O7zJ_7v_cEmw...) 1/30/2015

## MINNESOTA • REVENUE

### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number: 1-664-246-656  
Submitted Date and Time: 28-May-2015 3:46:55 PM  
Legal Name: EVERGREEN LAWN SERVICE  
Federal Employer ID: 26-4761369  
User Who Submitted: evergreen co  
Type of Request Submitted: Contractor Affidavit

#### Affidavit Summary

Affidavit Number: 1038958592  
Account Number: 9938884  
Project Owner: LE SUEUR CO  
Project Number: LK WASHINGTON OUTLET  
Project Begin Date: 01-Sep-2014  
Project End Date: 30-Nov-2014  
Project Location: LK WASHINGTON  
Project Amount: \$3,240.00  
Subcontractors: No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [Withholding.tax@state.mn.us](mailto:Withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this confirmation page](#) for your records using the print or save functionality built into your browser.

[https://www.mndor.state.mn.us/tp/eservices/\\_/Retrieve/0/b-/CviCPDP0iK\\_9EWuNOGzQc...](https://www.mndor.state.mn.us/tp/eservices/_/Retrieve/0/b-/CviCPDP0iK_9EWuNOGzQc...) 5/28/2015

## REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # JD #1 located in Section 3 Tyrone township.

Signed

X Val Miller

Address/Phone #

X 14571 W. 280<sup>th</sup> St Belle Plaine  
507 665-2881

Date: 3-24-16

Description of problem: needs cleaning plugged

Needs to be cleaned  
Roger Rahlund  
4-19-16





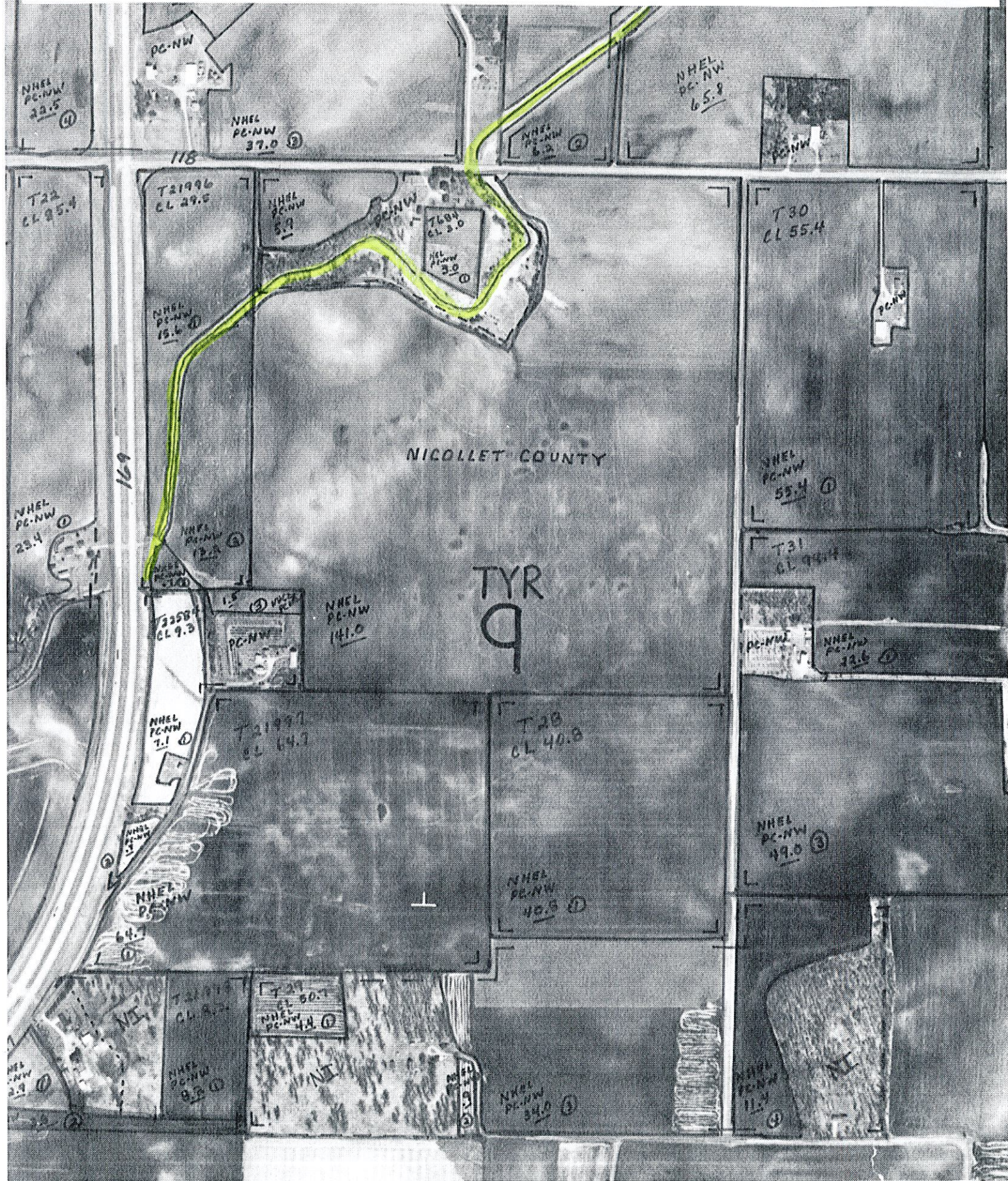
**RANGE:25 W.**

## PRINTING



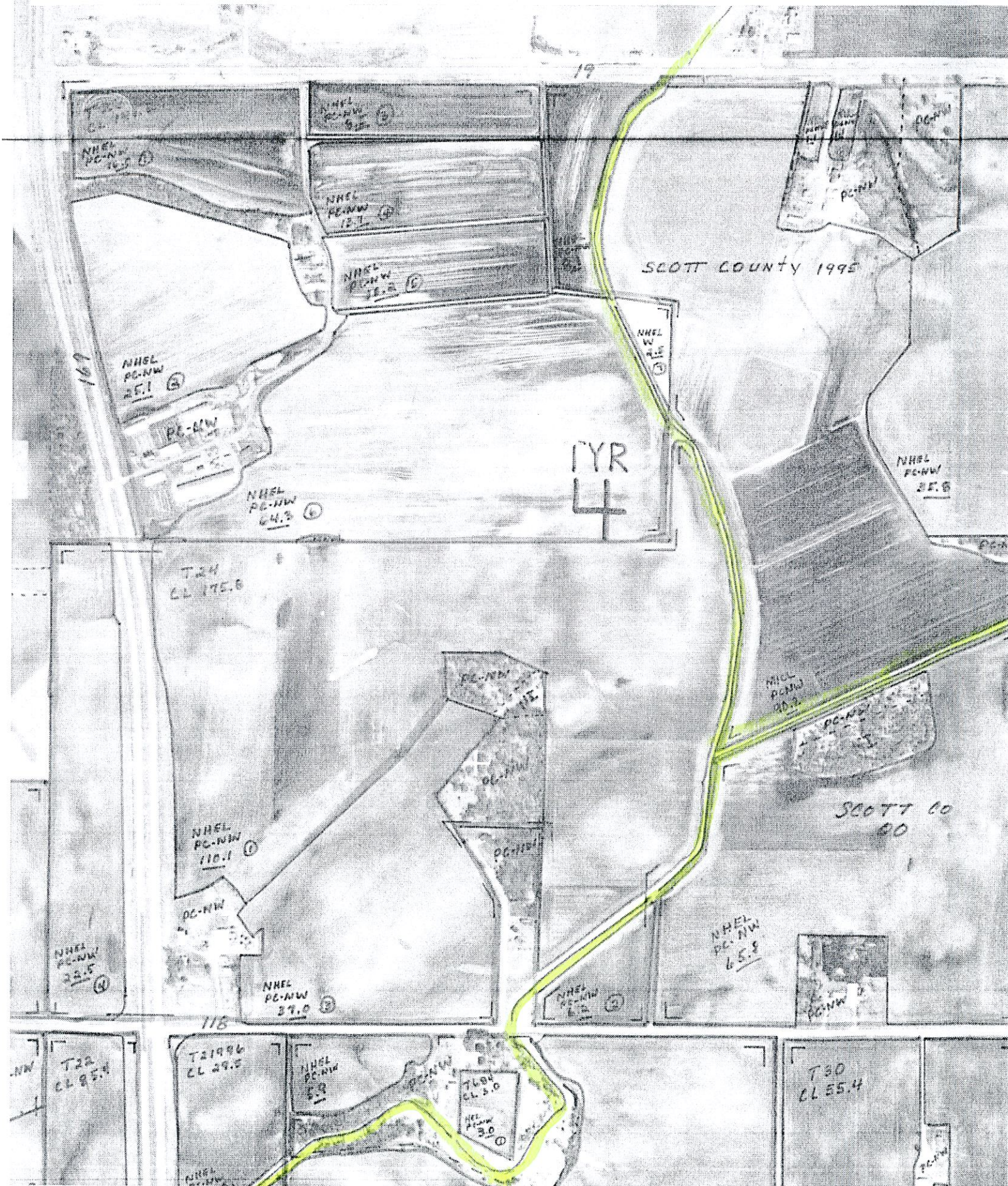


T=Tract Number W=Wetland FW=Farmed Wetland NW=Non-Wetland	MT=Multiple Tract Number CW=Converted Wetland NA=Non-Agricultural AW=Artificial Wetland	HEL=Highly Erodible Land NHEL=Non-Highly Erodible PC=Prior Converted Wetland ECW=Exempt (Commenced) CW	MW=Minimal Effect Wetland (Exempt) MWC, MWM, MWR=See SWCD NC=Non-cropland NI=Non-inventoried
COUNTY <b>LE SUEUR</b>	NOT TO SCALE	REPRODUCED <b>2001</b>	CROP YEAR <b>2001</b>
			PHOTO NO <b>02</b>



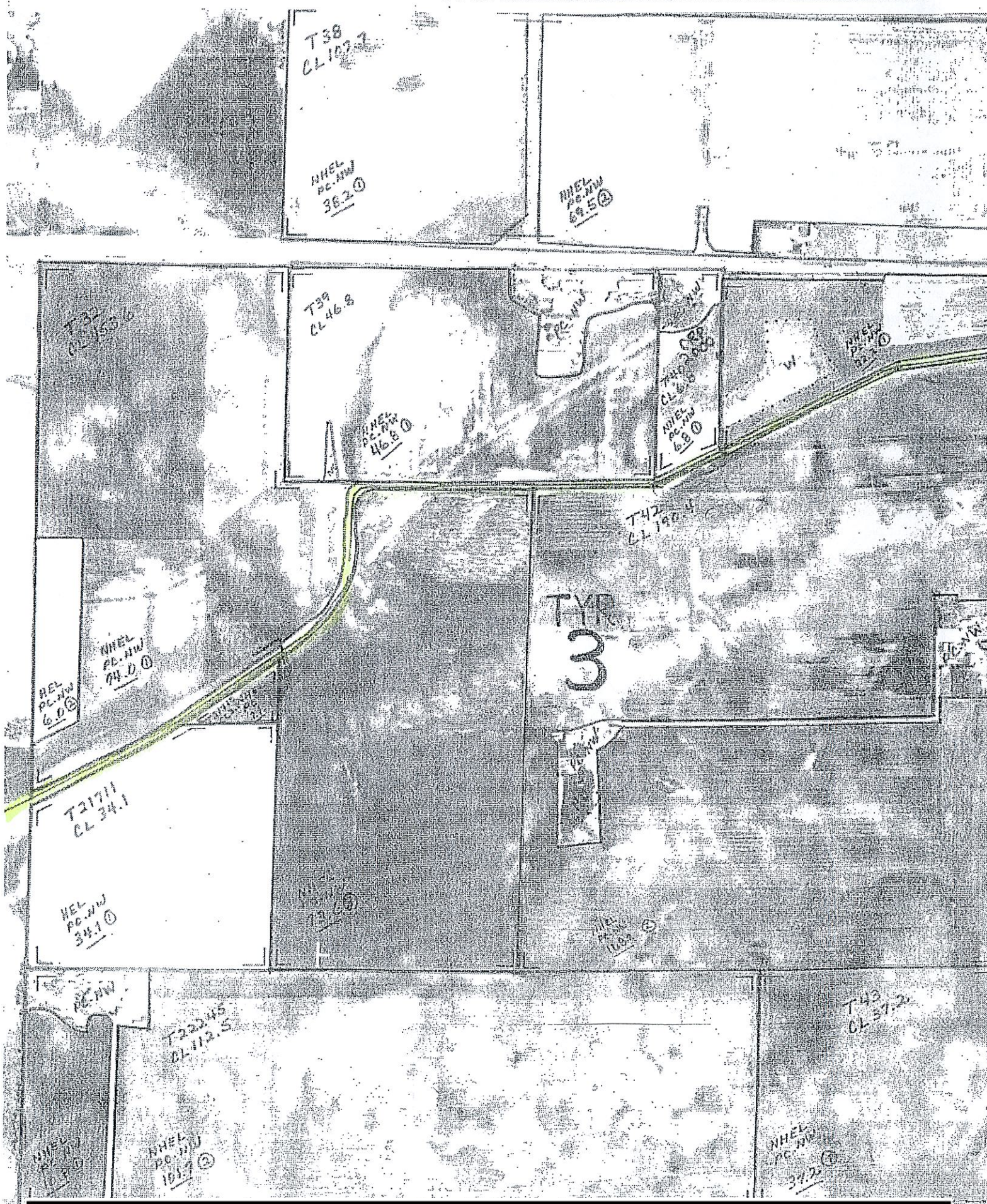


T=Tract Number W=Wetland FW=Forest Wetland NWI=Non Wetland	MH=Marine/Thalassine CH=Coastal Wetland NA=Non Agricultural AW=Artificial Wetland	HLE=Highly Erodible Land HLEH=Non-Highly Erodible PC=Partially Converted Wetland ECW=Exempt/Commenced CW		MW=Minimal Effect Wetland (Suisun) MWQ, MWM, MWK=See SWCD NC=Non-Cropland N=Non-Inventoried
COUNTY LE SUEUR	NOT TO SCALE	REPRODUCED 2001	CROP YEAR 2001	PHOTO NO 02





W=Wetland	CW=Conserved Wetland	NHE=Non-Highly Erodible	MWC, MWM, MWR=See SWCD
PW=Farmed Wetland	NA=Non-Agricultural	PC=Prior Converted Wetland	NC=Non-cropland
NW=Non-Wetland	AW=Artificial Wetland	ECW=Exempt (Commercial) CW	NI=Non-inventoried
COUNTY	NOT TO SCALE	REPRODUCED	CROP YEAR
LE SUEUR		2001	2001
			PHOTO NO
			E2-L





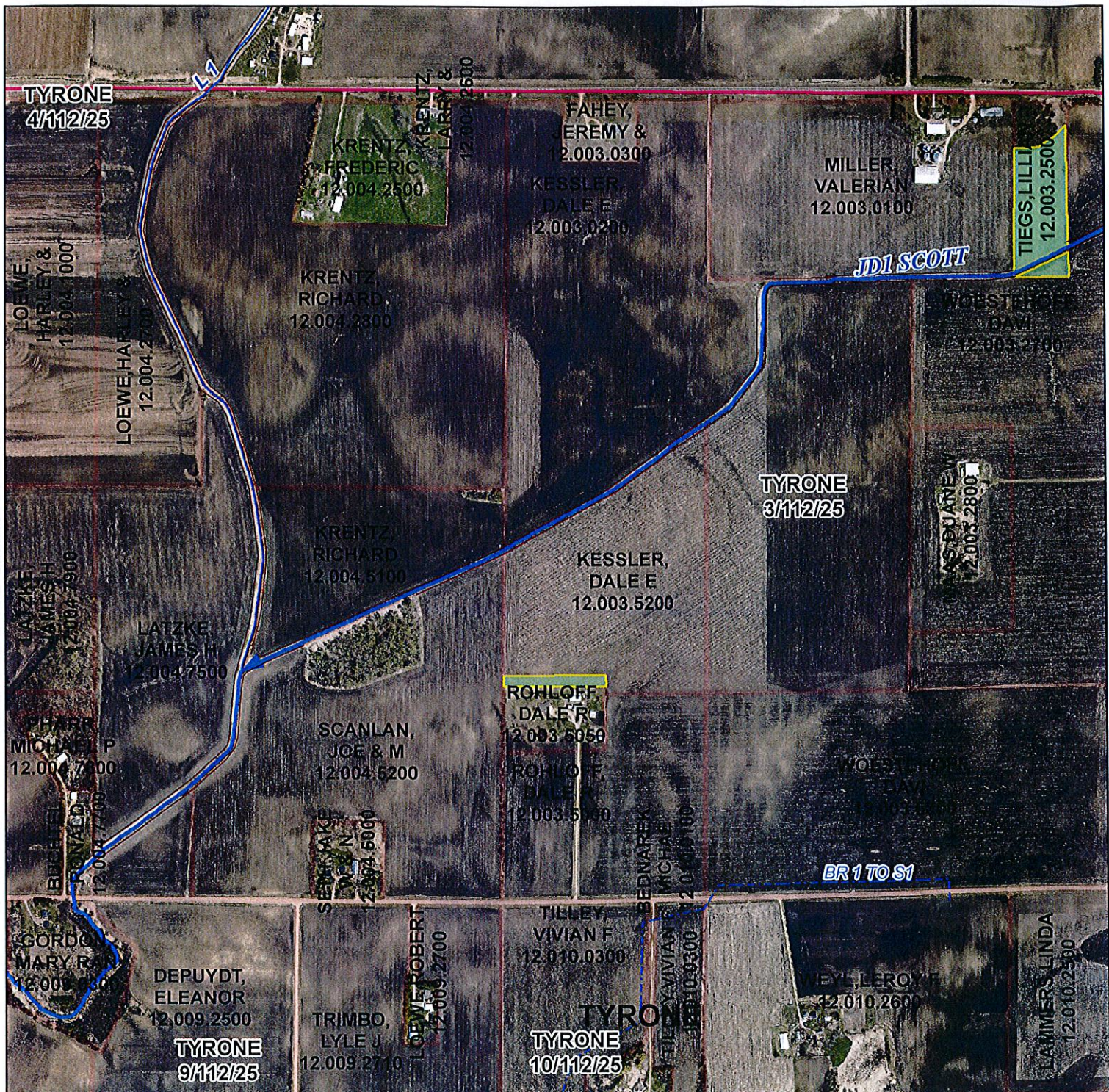
JD 1

Val Miller request for clean out.

**Le Sueur Soil and Water Conservation District**  
**Township & Section: Tyrone 4**

Date: 4/18/2016

**Assisted By: Joe Jirik**



**Le Sueur County Soil & Water  
Conservation District**

Le Sueur SWCD  
181 W. Minnesota St.  
Le Center, MN 56057

Tel. (507)-357-4879 Ext. 3  
Fax. (507)-357-6982





March 4, 2016

Ms. Carol Blaschko  
Le Sueur County MN  
88 South Park Avenue  
Le Center, MN 56057

Dear Ms. Blaschko:

MAXIMUS Consulting Services, Inc. is pleased to submit the attached contract. You may return the contract by e-mail or USPS. Instructions for both are provided below.

**E-mail Return**

Scan the signed contract to [FSC-Operations@MAXIMUS.com](mailto:FSC-Operations@MAXIMUS.com). We will return a fully executed scan to the e-mail address from which it was received or an alternate provided by the County.

**USPS Return**

If you require an original hard copy of the fully executed contract, sign and return via regular mail to:

MAXIMUS Consulting Services, Inc.  
Shared Services Center  
CONTRACTS  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236

MAXIMUS will return the document to the address noted in the contract unless otherwise instructed. Please provide a contact name to receive the package.

We look forward to continuing our work with Le Sueur County.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Holmes".

Michael Holmes  
Vice President  
MAXIMUS Consulting Services, Inc.

MH/sg

Attachment - Contract

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT (this "Agreement") is entered into by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Le Sueur County, Minnesota ("Client"). In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on April 1, 2016 ("Effective Date") and shall remain in effect until March 31, 2019, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs first. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
  - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
  - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other. In the event Client terminates this Agreement, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
  - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or

agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
9. Indemnification. To the extent allowed by law, Consultant shall defend, indemnify and hold harmless the Client from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorneys' fees) to the extent proximately caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Client, its employees, consultants, or agents or any third party.
10. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$14,400.00.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

11. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
12. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

MAXIMUS Professional Consulting Services Agreement – last updated October 15, 2015

Proprietary & Confidential

Page 2 of 6

Le Sueur County, Minnesota  
88 South Park Avenue  
Le Center, MN 56057

MAXIMUS Consulting Services, Inc.  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236  
804.323.3535  
[fsc-operations@maximus.com](mailto:fsc-operations@maximus.com)

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

13. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.

14. Miscellaneous.

- a. If Consultant is requested or authorized by Client, or is required by government regulation, a regulatory agency, subpoena, or other legal process, to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, Client will reimburse Consultant without limitation for all Consultant time and expenses, including, but not limited to, attorneys' fees, court costs and travel expenses, incurred in responding to such requests whether incurred by Consultant employees, consultants, contractors or agents. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.
- b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
- c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
- d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
- f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

MAXIMUS Professional Consulting Services Agreement – last updated October 15, 2015

Proprietary & Confidential

Page 3 of 6



- i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

**Le Sueur County, Minnesota**

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

Name: \_\_\_\_\_

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

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

**MAXIMUS Consulting Services, Inc.**

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

Name: \_\_\_\_\_

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

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

**MAXIMUS Professional Consulting Services Agreement – last updated October 15, 2015**

**Proprietary & Confidential**

**Page 4 of 6**

**EXHIBIT A**  
**Scope of Services**  
**MN CO Le Sueur 2015-2017**

1. **Development of a Central Services Cost Allocation Plan.** The Consultant shall prepare on behalf of the Client a central services cost allocation plan which identifies the various cost incurred by the Client to support and administer Federal programs. The plan will contain a determination of allowable cost of providing each supporting service, such as accounting, legal counsel, data processing, etc. The cost allocation plan will be based on the Client's actual year-end financial data for the years 2015, 2016 and 2017 and will be prepared in 2016, 2017 and 2018.
2. **Plan Contents, Consulting Staffing and Client Participation.** Each plan will contain a determination of the allowable costs of providing each supporting service, such as: purchasing, personnel, disbursement processing etc. Consultant staff will analyze all data required, perform all cost allocation calculations and complete the cost allocation plan in a form ready for submission for Federal and State approval. Client personnel involvement will be limited to locating and providing access to accounting and payroll records, answering questions to enable the Consultant to appropriately interpret Client records, and participation in brief interviews by selected personnel to enable Consultant to determine appropriate allocation of costs across Client programs.
3. **Negotiation.** Negotiation of the completed cost allocation plan with the appropriate Federal and State representatives that may be required.
4. **Instruction and Monitoring.** Consultant shall instruct Client personnel in preparing the claims to the State and other appropriate sources for recovery of funds due the Client. Consultant will monitor the progress of Client claims to insure the Client receives recoveries due.

**EXHIBIT B**  
**Compensation**  
**MN CO Le Sueur 2015-2017**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00) which shall include reimbursement for expenses incurred. Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date

Payment of the annual fee shall be made in one installment due upon delivery of the final report to Client.

Actual Fiscal Year Data 2015	\$4,800.00
Actual Fiscal Year Data 2016	\$4,800.00
Actual Fiscal Year Data 2017	\$4,800.00