



Le Sueur County, MN

Tuesday, January 3, 2017

Board Meeting

Item 11

10:35 a.m. Darrell Pettis, County Administrator / Engineer

RE: Retriever Purchase Request

RE: Bobcat Purchase Request

RE: F350 Truck and Body Purchase Request

RE: Service Truck and Body Purchase Request

RE: MACK Tandem Truck and Body Purchase Request

RE: Authorization to advertise for proposals for construction management and architecture and engineering services

RE: Medical Examiner Agreement

RE: Other

Staff Contact:

2016



Le Sueur County Hwy Dept

Ziegler Inc. outlines the following 'Retriever' motor grader attachment pricing to Le Sueur County Hwy Dept.

Attachment Proposed:

LyCox Enterprises, Inc., 'Retriever' Motor Grader Attachment

'Retriever' Front Mount System

- Connects with a Balderson style front MG hitch**
- Includes hoses to front auxiliary hydraulics**

Ziegler Sell Price.....\$18,350.41



Bobcat®

Product Quotation

Quotation Number: 20718D021056

Date: 2016-07-19 07:44:45

Ship to	Bobcat Dealer	Bill To
LeSueur County Attn: Andy Jindra 88 South Park Avenue LeCenter, MN 56057 Phone: (507) 357-2251 Fax: (507) 357-4520	Bobcat of Mankato, Mankato, MN 2333 7TH AVENUE MANKATO, MN 56001 Phone: 507-625-4511 Fax: 507-625-5072 Contact: Mark Mitchell Phone: 507-625-4511 Fax: 507-625-5072 Cellular: 507-402-6040 E Mail: markm@sancoequipment.com	LeSueur County Attn: Andy Jindra 88 South Park Avenue LeCenter, MN 56057 Phone: (507) 357-2251 Fax: (507) 357-4520

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader 92 HP Turbo Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Horn Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights	M0285	1	\$52,808.70	\$52,808.70
			Lift Arm Support Lift Path: Vertical Lights, Front and Rear Operator Cab Includes: Adjustable Suspension Seat, Top and Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Tracks: Rubber, 17.7" wide Warranty: 12 Months, Unlimited Hours	
A91 Option Package	M0285-P01-A91	1	\$7,095.90	\$7,095.90
Cab Enclosure with Heat and AC High Flow Hydraulics Sound Reduction Hydraulic Bucket Positioning Power Bob-Tach Deluxe Instrument Panel Keyless Start Advanced Control System (ACS)			Engine Block Heater Attachment Control Kit Cab Accessories Package Two Speed Travel 3-Point Seat Belt	
	M0285-R01-C03	1	\$1,695.00	\$1,695.00
Air Ride Seat	M0285-R05-C12	1	\$219.80	\$219.80
Roller Suspension Carriage	M0285-R21-C13	1	\$1,146.90	\$1,146.90
Radio	M0285-R26-C02	1	\$291.90	\$291.90
Power Bob-Tach Guard Kit	7249240	1	\$129.22	\$129.22
Strobe Light Kit, Amber	7129301	1	\$218.42	\$218.42
84" C/I Heavy Duty Bucket	7125917	1	\$1,127.00	\$1,127.00
Pallet Fork Frame, Heavy Duty	7109332	1	\$714.00	\$714.00
80" Industrial Bucket Grapple	7168339	1	\$2,849.00	\$2,849.00
Total of Items Quoted			\$68,295.84	
Dealer P.D.I.			\$50.00	

Freight Charges	\$244.00
Dealer Assembly Charges	\$412.50
Quote Total - US dollars	\$69,002.34

Notes :

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

PURCHASE REQUESTS

1. Retriever	
Retriever motor grader attachment from Ziegler	\$18,350.41
2. Bobcat	
Bobcat compact track loader from Bobcat of Mankato	\$69,002.34
3. Waterville - F350	
F350 Chassis from Factor Motors, Le Center, MN	\$25,192.88
Body from Towmaster Truck Equipment, Litchfield, MN (Includes electric hoist, hitch, tool box)	\$16,828.00
	\$42,020.88
4. Service Truck	
2017 Ram 5500 Chassis from Mike Motors, Ely, MN	\$51,075.00
Body from Towmaster Truck Equipment, Litchfield, MN (Includes welder and crane)	\$89,441.00
	\$140,516.00
5. MACK Tandem	
MACK GU713 Tandem Axle Cab and Chassis from Nuss Truck And Equipment, State of Minnesota contract	\$114,560.00
Body from Towmaster Truck Equipment, Litchfield, MN (Includes hoist, plow, wing, scraper, auger and spinner)	\$110,499.00
	\$225,059.00

P.A. CONTRACT AGREEMENT

Agreement entered into this 1st day of January, 2017, by and between the County of LeSueur, a political subdivision of the State of Minnesota, and M.B. McGee, P.A. for the services of Dr. Michael B. McGee, M.D. as Medical Examiner of LeSueur County.

I. **Relationship of Parties**

- A. Pursuant to County Board action that took place on _____ and the authority of Minnesota Statutes Ch. 390, the board of LeSueur County commissioners designates Dr. Michael B. McGee as Medical Examiner for LeSueur County, hereinafter "the Medical Examiner."
- B. It is agreed that nothing contained in the Agreement is intended or should be construed as creating the relationship of co-partners, joint ventures or an association or an employer/employee relationship between LeSueur County and Dr. Michael B. McGee, M.B. McGee, P.A., or their employees or designee. M.B. McGee, P.A., is an independent contractor, and neither it, its officers, agents or employees shall be considered agents or representatives of the County. The County is interested only in the results to be achieved. The manner and means of conducting the works are under the control of the Medical Examiner, except to the extent they are limited by statute or regulation and the express terms of this Agreement. None of the benefits provided by the County to its employees, including, without limitation, unemployment insurance, workers' compensation insurance, retirement and deferred compensation plans, vacation and sick leave, are available from the County to the Medical Examiner, M.B. McGee, P.A., or the employees, agents or contractors of either. No civil service status shall attach to the Medical Examiner, Medical Staff, agent of contractors of the Medical Examiner or M.B. McGee, P.A. and the County shall make no deductions from sums payable under the terms of this Agreement for state or federal income taxes, FICA, PERA or other payroll type deductions which are associated with an employer-employee relationship.

II. **Personnel**

- A. The Medical Examiner will designate Dr. Kelly Mills, Dr. Victor Froloff and Dr. Butch Huston to assist in performing the contract and shall be under the control and supervision of the Medical Examiner. Dr. Mills, Dr. Froloff and Dr. Huston shall not be considered employees of the County, nor have a contractual relationship with the County. The County shall be notified prior to the effective date of any changes thereto.
- B. The non-medical personnel necessary to support the Medical Examiner in the performance of his duties under this Agreement shall be provided through the County Sheriff's Department. The compensation, benefits,

and other terms of employment of these non-medical personnel shall be determined and paid solely by the county.

III. **Scope of Duties**

- A. The Medical Examiner shall be responsible for conducting a modern medico-legal investigative system for LeSueur County applying the standards of the National Association of Medical Examiners, as they may be amended from time to time. The Medical Examiner shall periodically consult with the County Attorney's Office, police agencies, and others concerned with forensic pathology to review procedures and formats for preparing medical reports and protocols. The Medical Examiner shall perform all duties imposed by Minnesota Statutes Chapter 390, as well as the duties imposed by other statutes applicable to the Medical Examiner's activities. The Medical Examiner shall testify, as required, at inquests, hearings and trials.
- B. The Medical Examiner shall be responsible for the final determination of the cause and manner of death, and the signing of certificates attesting the cause and manner of death. During the temporary absence of the Medical Examiner, a qualified person designated by the Medical Examiner may make the final determination of death, and sign a certificate attesting to the cause and manner of death.
- C. The Medical Examiner shall be entitled to perform other gainful activities which do not interfere with the performance of his duties hereunder.

IV. **Compensation**

- A. All payments made under this agreement for services rendered by or at the designation of Dr. Michael B. McGee, M.D. shall be made to M.B. McGee, P.A.
- B. The County will be responsible for the payment for each complete autopsy or external examination performed by Dr. Michael B. McGee, M.D., or his assistants, as the Medical Examiner pursuant to this agreement and billed to LeSueur County upon completion of each examination in keeping with the past practice of the County Medical Examiner's Office.
- C. Compensation for the services under this contract shall be \$250.00/month plus the following on a per service basis: (1) complete forensic autopsy with basic toxicology, at approximately \$2,000, and (2) external examination with basic toxicology at approximately \$1000.

D. Additionally, the County will be responsible for court related preparation / consultation and out of office charges, billed on an hourly basis of \$300/hr., including travel to and from LeSueur County in order to provide testimony in legal proceedings arising out of the duties of the Medical Examiner.

V. **Facilities**

The facility, together with all the necessary equipment, the supplies, shall be the responsibility of Dr. Michael B. McGee. It is represented by Dr. Michael B. McGee and understood by the County that Ramsey County Morgue shall be available to Dr. Michael B. McGee for the performance of this agreement.

VI. **Insurance and Indemnification**

A. M.B. McGee, P.A. agrees to indemnify and hold harmless the County of LeSueur, its officials, employees and agents from any and all liability, loss or damage, that the County of LeSueur, its officials, employees and agents may suffer as a result of claims, demands, costs of judgments, including without limitation reasonable attorney's fees arising out of the provision of professional services by Dr. Michael B. McGee, M.D., as the Medical Examiner of LeSueur County pursuant to Minnesota Statutes Ch. 390, provided, however, that this indemnification shall be limited to the extent of such claims, demands, costs or judgments, including, without limitation, reasonable attorney's fees are covered by insurance.

B. The County of LeSueur agrees to indemnify and hold harmless M.B. McGee, P.A., Dr. Michael B. McGee, M.D., its and their agents, officers or employees from any and all liability, loss or damage, it, he, its agents, officers or employees may suffer as a result of claims, demands, costs or judgments, including without limitation reasonable attorney's fees, arising from the Medical Examiner's or his agents' performance of his or their duties under this Agreement.

C. M.B. McGee, P.A., shall obtain and keep in effect the following insurance coverage:

1) **Comprehensive General Liability Insurance:**

(a) **Minimum Combined Single Limit**
 \$600,000.00 per occurrence
 \$1,000,000.00 aggregate

(a) The following coverage must be specifically insured and certified with no internal sublimits.

1. Independent Contractors' Contingent Liability
2. Products/Completed Operations Liability
3. Contractual Liability
4. Personal Injury Liability including claims related to employment and coverage (a) through (e).
5. Broad Form Property Damage Liability, or deletion of the "Care, Custody and Control" Exclusion
6. Aircraft Liability (if applicable)
7. Watercraft Liability (if applicable)

(b) The Contractual Liability is to be either on a blanket basis for all written and oral contracts or specifically endorsed to acknowledge the contract between the insured and the County.

2. Professional Liability Insurance

Minimum Limits

\$1,000,000 per occurrence
\$3,000,000 aggregate

3. Automobile Liability Insurance on Vehicles Owned by M. B. McGee, P.A., or Michael B. McGee, M.D., Kelly Mills, M.D., Victor Froloff, M.D., or Butch Huston, M.D.

- D. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- E. The above subparagraphs establish the minimum insurance requirements, and it is the sole responsibility of M. B. McGee, P.A. to purchase and maintain additional insurance that may be necessary in connection with this contract.
- F. The Medical Examiner shall provide a certificate of insurance to the County in a form acceptable to LeSueur County. All insurance policies shall be submitted to the County upon written request.
- G. Nothing in this contract shall constitute a waiver by the County of any statutory limits or exceptions on liability.

VII. Transportation

- A. Transportation of the deceased bodies from LeSueur County to the Ramsey County Morgue shall be the responsibility of LeSueur County.

VIII. Miscellaneous Provisions

- A. The Medical Examiner and all the members of the Medical Staff must be licensed to practice in Minnesota, with the Medical Examiner holding certification by the American Board of Pathology.
- B. At the termination of this Agreement, the Medical Examiner shall return all files, records and objects related to cases completed, or in progress, to the County upon written request.

IX. Term and Termination

- A. This agreement shall continue for a period ending December 31, 2017 unless terminated sooner pursuant hereto.
- B. This Agreement may be terminated by either party on forty-five (45) days written notice to the other.
- C. This Agreement may be renewed on an annual basis upon agreement of both parties.

X. Entire Agreement, Modification

- A. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- B. This Agreement shall be altered, varied, modified or amended only in writing duly executed by the parties and attached hereto.

COUNTY OF LESUEUR

(date)

By _____
LeSueur County Board Chair

(date)

By _____
LeSueur County Administrator

12/30/16
(date)



Michael B. McGee, M.D.
Medical Examiner

12/30/16
(date)

M. B. McGee, P.A.

By _____
M. B. McGee, President