



Le Sueur County, MN

Tuesday, April 18, 2017

Board Meeting

Item 14

10:50 a.m. Dave Tiegs, Highway (5 min)

RE: Le Sueur Shop bid date May 16, 2017

RE: MnDOT lighting Agreement

RE: 2017 Projects

Staff Contact:

Date: April 12, 2017

Darrell Pettis
Le Sueur County Highway Engineer
88 South Park Avenue
Le Center, MN 56057

RE: Proposed Lighting Agreement No. **1027080**
County of Le Sueur
S.P. 4003-26 (T.H. 19=100)
Grading, Milling and Bituminous Surfacing on T.H. 19

Dear Mr. Pettis:

Transmitted herewith in duplicate is a proposed agreement with the County of Le Sueur. This agreement provides for *the operation, maintenance and electrical energy of the new lighting system* on T.H. 19 at County State Aid Highway (C.S.A.H.) 3.

Kindly present this agreement to the County Board for their approval and execution, which includes original signatures of the County Board authorized County officers, on the two 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 in 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.

Please return the two original signed copies of the agreement and resolution, once they have been executed by the County. A copy will be returned to the County when fully executed.

Sincerely,



Susan Museus
District Contact Name
Contract and Agreements Administrator

Enc. Proposed Agreement (2)
Resolution (2)

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

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
LE SUEUR COUNTY
COOPERATIVE CONSTRUCTION
And
LIGHTING MAINTENANCE
AGREEMENT

Trunk Highway Number (T.H.): 19 **Estimated Amount Receivable/Payable**
Control Section Number (C.S.): 4003-26 **\$0.00**

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

Recitals

1. The State will install, in coordination with the County, a new Trunk Highway Lighting System ("Lighting System") on Trunk Highway No. 19 at County State Aid Highway (C.S.A.H.) No. 3 according to State-prepared typical drawings, standard plates, specifications and special provisions ("Project"); and
2. The County will provide for the operation, maintenance and electrical energy of the new Lighting System; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 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 all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 4. Maintenance by the County; 7. Liability; Worker Compensation Claims; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.
- 1.4. **Typical Drawings, Standard Plates, Specifications, Special Provisions.** State prepared typical drawings, standard plates, specifications and special provisions are on file in the office of the County's Engineer and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Exhibit "A", showing the location of the new Lighting System, is attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Lighting System Construction.** The State, with its own resources and equipment or by contract, will install a new Lighting System on T.H. 19 at C.S.A.H. 3 according to the Project Plans: SP 4003-26.

2.2. *Direction, Supervision and Inspection of Construction.* The State will direct and supervise all Lighting System construction activities including final light pole locations. All Lighting System construction will be performed according to the Project Plans.

3. State Furnished Materials

The State will furnish screw-in bases, 9-40 standard light poles and luminaires for the new Lighting System according to the Project Plans at no cost or expense to the County.

4. Maintenance by the County

Operation, maintenance and electrical energy responsibilities will be as follows for the Lighting System on Trunk Highway No. 19 at County State Aid Highway No. 3 shown in Exhibit "A".

4.1. *Power.* The County will pay all monthly electrical service expenses necessary to operate the Lighting System.

4.2. *Lighting System Maintenance.* The County will provide maintenance and ownership of the lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment.

4.3. *Right-of-Way Access.* The State authorizes the County to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement.

4.4. *Utility Permit.* After completion of the Lighting System construction, the County will submit to the State's Utility Engineer an original permit application for the new County owned Lighting System constructed within the trunk highway right-of-way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-Of-Way" (Form TP2525).

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: Scott M. Thompson, Traffic Engineer (or successor)
 Address: 2151 Bassett Drive, Mankato, MN, 56001
 Telephone: 507-304-6156
 E-Mail: scott.m.thompson@state.mn.us

5.2. The County's Authorized Representative will be:

Name/Title: Darrell Pettis, Le Sueur County Highway Engineer (or successor)
 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; Worker Compensation Claims

- 7.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. 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.

10. 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 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.

11. 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.

12. Termination; Suspension

- 12.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.
- 12.2. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

13. 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]

LE SUEUR 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

Recommended for Approval:

By: _____
(District Traffic Engineer)

Date: _____

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

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

LE SUEUR COUNTY

RESOLUTION

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1027080 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance by the County for lighting associated with construction to be performed upon, along and adjacent to Trunk Highway No. 19 at C.S.A.H. 3 under State Project No. 4003-26 (T.H. 19).

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

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of the County of Le Sueur at an authorized meeting held on the _____ day of _____, 2017, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2017

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

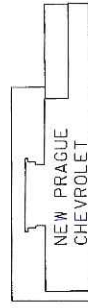
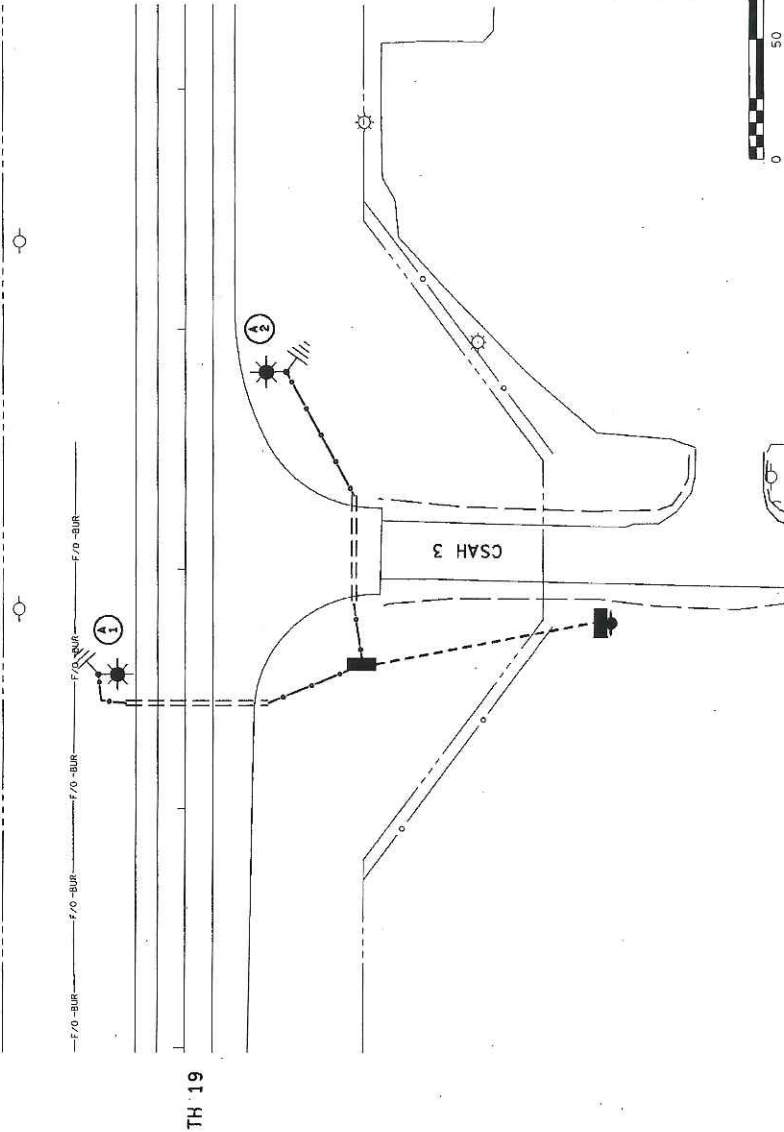
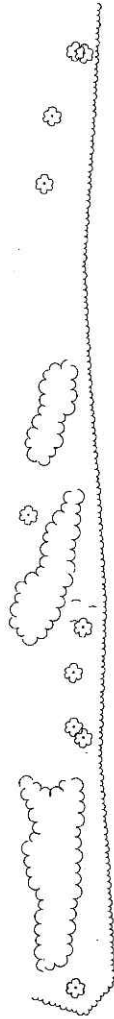
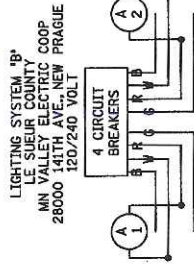
(Signature)

(Type or Print Name)

(Title)

- L1 LIGHTING CABINET
- * LIGHTING UNIT 9'-40' (LED)
- ARMORED CABLE 4/C #4
- == DIRECTIONAL BORE 3" NMC
- 2" NMC WITH 3-1/C #2

EXHIBIT A
AGREEMENT NO. 1027080



| Project Description | Project Number |
|--|----------------|
| County-Wide Seal Coats | 040-030-012 |
| CSAH 3, CIR from TH 99 to TH 21 | 040-603-028 |
| CSAH 3, FDR from South County Line to TH 60 | 040-603-026 |
| CSAH 12, CIR from CSAH 13 to CSAH 11 | 040-612-009 |
| CSAH 26, CIR from Lexington To Montgomery | 040-626-045 |
| CSAH 61, CIR from South County Line to TH 60 | 040-661-003 |
| County-Wide Striping | NA |