



Le Sueur County, MN

Tuesday, August 15, 2017

Board Meeting

Item 7

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

RE: Industrial Street Turnback

RE: Reed Street Agreement

RE: CR 136 Letter

RE: Le Sueur - Rice Joint Ditch Meetings Scheduled for JD 18, 63 and 5 on September 7, 2017 at 10:00 a.m.

RE: Out of State Travel Request for Justin Lutterman, GIS

Staff Contact:

(Top 3 inches reserved for recording data)

WARRANTY DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.1.9 (2013)

eCRV number: Exempt

DEED TAX DUE: \$ Exempt

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Le Sueur

(insert name of Grantor)

a Political Subdivision under the laws of Minnesota ("Grantor"),

hereby conveys and warrants to City of Le Sueur

(insert name of Grantee)

a Municipal Corporation under the laws of Minnesota ("Grantee"),

real property in Le Sueur County, Minnesota, legally described as follows:

Parcel 3N1, Pumpkin Hill Road Right of Way Plat No. 1, according to the Plat on file and of record in the Le Sueur County Recorder's Office.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Le Sueur

(name of Grantor)

By: _____

(signature) Steven J. Rohlfing

Its: Board Chairman

(type of authority)

By: _____

(signature) Darrell Pettis

Its: County Administrator

(type of authority)

Page 1 of 2

State of Minnesota, County of Le Sueur

This instrument was acknowledged before me on _____, by Steven J. Rohlfing
(month/day/year) (name of authorized signer)

as Board Chairman

(type of authority)

and by Darrell Pettis

(name of authorized signer)

as County Administrator of County of Le Sueur
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

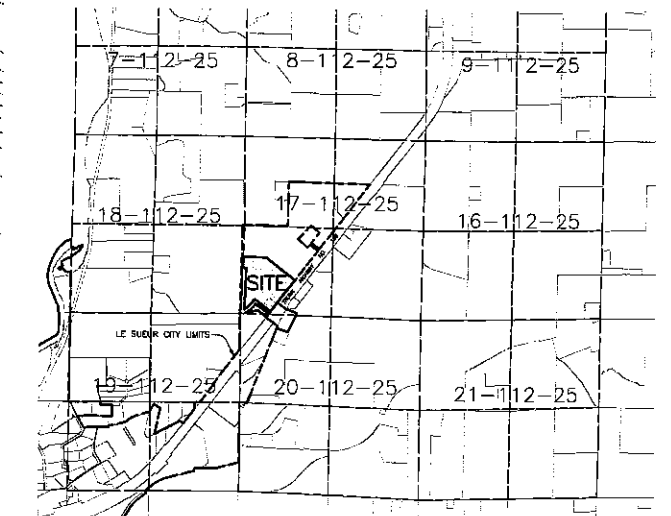
THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Brent Christian
Le Sueur County Attorney
65 S. Park Avenue
P.O. Box 156
Le Center, MN 56057

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

City of Le Sueur
203 South 2nd Street
Le Sueur, MN 56058

PRELIMINARY PLAT
LE SUEUR INDUSTRIAL PARK NO. 1



VICINITY MAP

LEGAL DESCRIPTION

The Southwest Quarter of Section 17, Township 112 North, Range 25 West and the Northwest Quarter of the Northwest Quarter of Section 20, Township 112 North, Range 25 West, Le Sueur County, Minnesota, lying and being Westerly of the Highway right-of-way as located in 1995 and being southerly of and adjoining the following described line:

Commencing at the Southwest corner of said Section 17; thence North 02 degrees 00 minutes 59 seconds East (bearing based on Le Sueur County Coordinated System NAD83, 1995 Adjustment) on the west line of said Section 17, a distance of 1601.18 feet to the point of beginning of the line to be described; thence South 87 degrees 58 minutes 01 seconds East, a distance of 694.85 feet; thence South 52 degrees 18 minutes 23 seconds East, a distance of 1068.02 feet to the westerly right of way line of Trunk Highway 169 right of way per Map File No. 15-78 and there terminating.

Excepting therefrom the following described parcels:

Pumpkin Hill Road Right of Way Plat No. 1, according to the recorded plat thereof, Le Sueur County, Minnesota.

and

That part of the Southwest Quarter of the Section 17, Township 112 North, Range 25 West, Le Sueur County, Minnesota, described as follows: Commencing at the Southwest corner of said Section 17; thence North 02 degrees 00 minutes 59 seconds East bearing based on Le Sueur County Coordinated System NAD83(95) on the west line of said Southwest Quarter, a distance of 68.80 feet to an exterior line of PUMPKIN HILL ROAD RIGHT OF WAY PLAT NO. 1, also being the point of beginning; thence Northeasterly, on said exterior line, a distance of 89.54 feet on a non-tangent curve to the left having a radius of 421.00 feet, a central angle of 13 degrees 32 minutes 47 seconds, and a 98.30 foot chord that bears North 78 degrees 03 minutes 09 seconds East; thence North 02 degrees 00 minutes 59 seconds East not tangent to said curve, a distance of 1236.03 feet; thence North 87 degrees 58 minutes 01 seconds West, a distance of 95.00 feet to said west line of the Southwest Quarter; thence South 07 degrees 00 minutes 59 seconds West on said west line, a distance of 1267.37 feet to the point of beginning.

and

Beginning at the Northwest corner of Section 20, Township 112 North, Range 25 West, Le Sueur County, Minnesota; thence North 79 degrees 25 minutes East 512.40 feet; thence South 54 degrees 28 minutes East 300.00 feet to the westerly right-of-way line of Minnesota Trunk Highway Number 169; thence South 33 degrees 32 minutes West on said right-of-way line 1233.60 feet to the West line of said Section Number 20; thence North 01 degrees 38 minutes West on said west line 1084.80 feet to place of beginning.

ZONING: C-1 COMMERCIAL/LIGHT INDUSTRY DISTRICT

SETBACKS:

FRONT YARD	20 feet
SIDE YARD	10 feet internal lot, 20 feet corner lot
REAR YARD	20 feet

MAXIMUM HEIGHT: 50 feet

MAXIMUM LOT COVERAGE: 70%

LOT AREAS:

LOT 1, BLOCK ONE	939392 SQ FT (21.565 ACRES)
LOT 1, BLOCK TWO	94797 SQ FT (2.175 ACRES)
LOT 2, BLOCK TWO	458508 SQ FT (10.526 ACRES)
LOT 1, BLOCK THREE	81932 SQ FT (1.881 ACRES)
RIGHT OF WAY	119198 SQ FT (2.736 ACRES)

OWNERS:

LE SUEUR ECONOMIC DEVELOPMENT AUTHORITY
203 SECOND STREET SOUTH
LE SUEUR, MN 56058

CITY OF LE SUEUR
203 SECOND STREET SOUTH
LE SUEUR, MN 56058

SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plat, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

DRAFT

Janele Poulos
License Number 25748

30/00/0000
Date

SHEET 1 OF 3

PRELIMINARY PLAT
LE SUEUR COUNTY, MINNESOTA

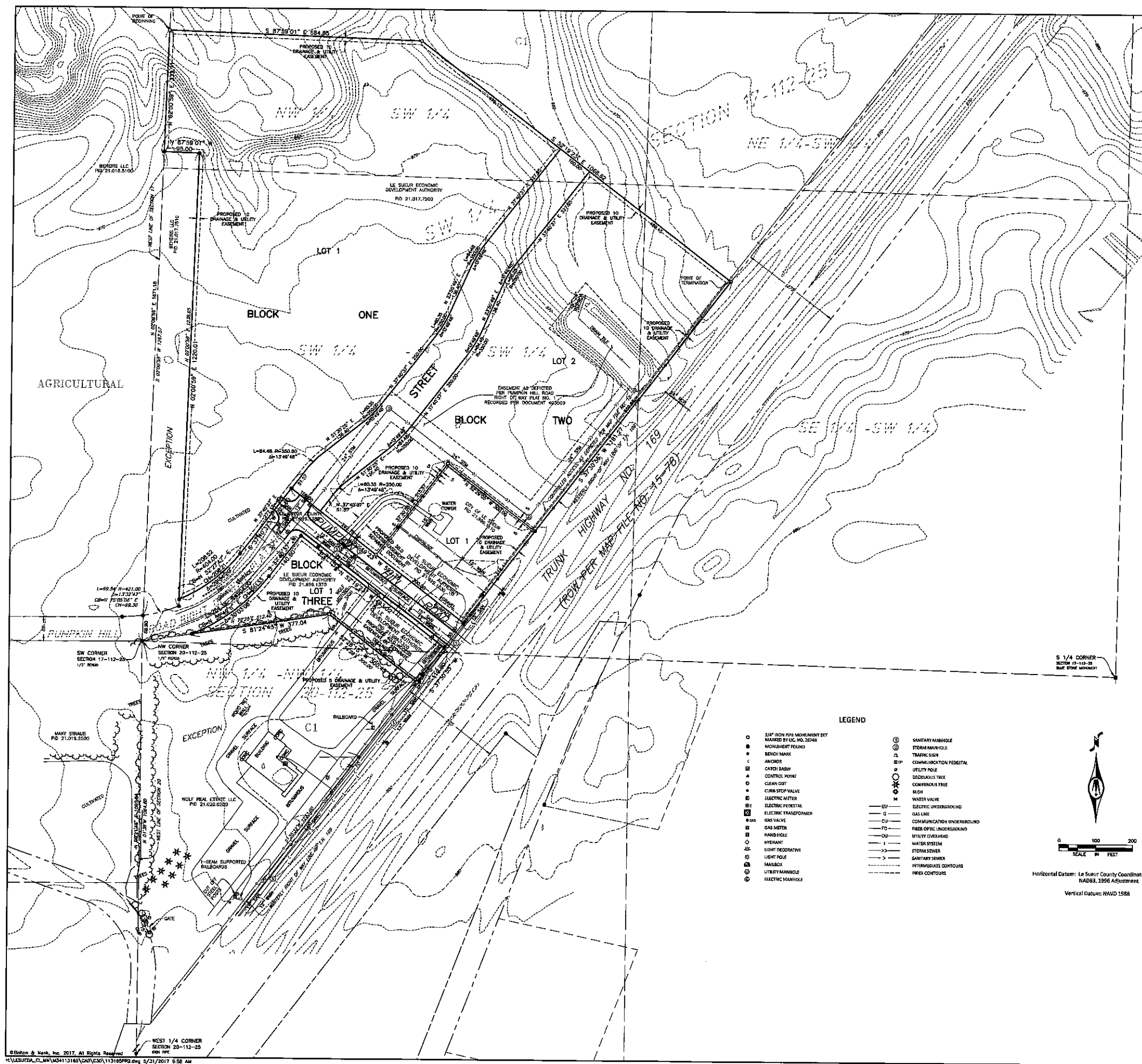
3850 FORBES DRIVE
MINNEAPOLIS, MINNESOTA 55401
(952) 625-4972

PART OF THE SW 1/4 SECTION 17-112-25 AND
PART OF THE NW 1/4 AND SW 1/4 SECTION 20-112-25

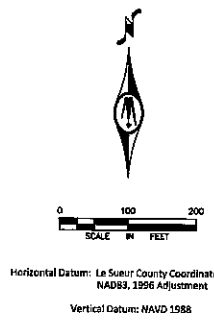
FOR: LE SUEUR ECONOMIC
DEVELOPMENT AUTHORITY

JOB NUMBER: NAD-1113158 FIELD BOOK: 41V-1, P. 10-37 DRAWN BY: LB

4.0 1177112-925-30 1177112-925-22



- LEGEND
- 24" IRON PIPE MONUMENT SET MARKED BY C.M. NO. 35518
 - MONUMENT FOUND
 - BENCH MARK
 - ANCHOR
 - CAVITY BARRY
 - CONTROL POINT
 - CLEAN CUT
 - CURB STOP VALVE
 - ELECTRIC METER
 - ELECTRIC PESTAL
 - ELECTRIC TRANSFORMER
 - GAS VALVE
 - GAS METER
 - HAND HOLE
 - HYDRANT
 - LIGHT DECORATIVE
 - LIGHT POLE
 - MAILBOX
 - UTILITY MANHOLE
 - ELECTRIC MANHOLE
 - SANITARY MANHOLE
 - STORM MANHOLE
 - TRAFFIC SIGN
 - COMMUNICATION PEDestal
 - UTILITY POLE
 - DECORATIVE TREE
 - CONIFEROUS TREE
 - BUSH
 - WATER VALVE
 - ELECTRIC UNDERGROUND
 - GAS LINE
 - COMMUNICATION UNDERGROUND
 - FIRE ALARM UNDERGROUND
 - UTILITY OVERHEAD
 - WATER SYSTEM
 - STORM SEWER
 - SANITARY SEWER
 - INTERMEDIATE CONTOURS
 - INDEX CONTOURS



Horizontal Datum: Le Sueur County Coordinate System
NAD83, 1995 Adjustment

Vertical Datum: NAVD 1988

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H:\LE SUEUR PLAT\NAD-1113158\CAUT\CAUT-1113158PR2.dwg 5/21/2017 9:58 AM

AGREEMENT FOR PROFESSIONAL SERVICES
CSAH 3 (S. REED STREET) RECONSTRUCTION/OVERLAY
LE SUEUR COUNTY, MINNESOTA

This Agreement, made this ____ day of _____, 2015, by and between the County of Le Sueur, 88 South Park Avenue, LeCenter, Minnesota, hereinafter referred to as CLIENT, and Bolton & Menk, Inc., 1960 Premier Drive, Mankato, Minnesota, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT intends to employ professional services required to inspect construction of the following to CSAH 3 (S. Reed Street) in Waterville, Minnesota, and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT:

- TH 60 north to Agri-Systems Driveway (approx. 200-feet): A rural section roadway with 12-foot driving lanes and 6-foot paved shoulders.
- Agri-Systems Driveway north to Whitewater Creek Bridge (approx. 700-feet): An urban section roadway with 36-foot wide curb face to curb face opening.
- Whitewater Creek Bridge north to Main Street (approx. 2400-feet): A tapper mill with 2-inch bituminous overlay, which may include some spot curb repairs and ADA compliant pedestrian ramps.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$120-190/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$100-150
Senior Transportation/Aviation Planner	\$110-150
Project Manager (Inc. Landscape Architect)	\$100-150
Project/Design Engineer/Planner/Landscape Architect	\$60-135
Licensed Surveyor	\$70-135
Project Surveyor	\$60-100
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-120
Senior Technician (Inc. Survey ¹)	\$70-145
Technician (Inc. Survey ¹)	\$50-90
Administrative Support & Clerical	\$35-80
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No Separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the costs of this equipment are included in the rates for Survey Technicians.

2. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals, associates and members of the staff vary according to skill and experience.

These rates include an overhead factor, which accounts for federal and state taxes and required benefits, as well as insurance, office expenses and profit. In addition, the overhead factor includes vehicle and personal expenses, stakes and supplies as noted above. Unusual expenses, such as large quantities of prints, reproductions ordered in connection with subdivision plats, outside professional assistance and other items of this general nature, will be billed out separately. Overtime shall not result in additional costs to the CLIENT, but shall be billed at normal hourly rates.

3. The following is the estimated cost for construction services, as itemized under Section I.B. of EXHIBIT I. Construction phase services will be performed on an estimated hourly basis.

Construction Staking	\$6,600.00 ¹
Construction Observation	\$42,300.00 ²
Construction Administration	\$12,500.00
ESTIMATED CONSTRUCTION SERVICES	\$61,400.00

¹ Total assumes 60 hours of survey crew time at \$110.00/hour

² Total assumes 385 hours of engineering technician time at \$110.00/hour

4. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside professional and technical services.
 - b. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

In acknowledgment that the CLIENT has previously determined the justification and need for the proposed improvements and also controls operation of the completed project, the CLIENT agrees, to the fullest extent permitted by law, to limit and hold the CONSULTANT harmless from any liability to any person, firm or corporation arising from claims relating to the justification (or improper justification), maintenance and operation of the project.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is

reasonably available at commercially affordable premiums. For purposes of this agreement, “reasonably available” and “commercially affordable” shall mean that more than half of the design professionals practicing in this state in CONSULTANT’S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT’S purposes solely and any such information provided to the CLIENT shall be on an “AS IS” basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys’ fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the CLIENT agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: LeSueur County, Minnesota

CONSULTANT: Bolton & Menk, Inc.



Jason Fenick

Principal Engineer

EXHIBIT I

CSAH 3 (S. REED STREET) RECONSTRUCTION/OVERLAY LE SUEUR COUNTY, MINNESOTA

I.B. CONSTRUCTION PHASE SERVICES

For purposes of this specific project, the Construction Phase Services to be provided by the CONSULTANT are as follows:

1. Construction Staking

- a. The CONSULTANT shall perform construction staking for highway and drainage improvements, furnish necessary equipment and supplies to establish grade and line as necessary for the Contractor's guidance in construction of the project and in accordance with the contract documents

2. Construction Observation:

- a. The CONSULTANT shall provide an on-site representative during the construction of the street and underground utility improvements. Services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. On-site construction representative services do not constitute acceptance or approval of the Contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents.

3. Construction Administration:

- a. The CONSULTANT shall prepare required contract documents, with the assistance of the CLIENT'S attorney and staff, after award of contract.
- b. The CONSULTANT shall attend and assist with the preconstruction conference to be attended by the CLIENT, contractors and any affected utility companies.
- c. The CONSULTANT shall review, for conformance with design concept only, any shop drawings required to be furnished by the Contractor.
- d. The CONSULTANT shall make visits to the site at intervals appropriate for the various stages of construction, observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
- e. The CONSULTANT shall prepare documentation in accordance with LeSueur County and MnDOT standards for construction observation and record keeping.
- f. The CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

- g. The CONSULTANT shall review and make a recommendation on the Contractor's request for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such written documentation as may be available to the CONSULTANT at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
- h. The CONSULTANT shall conduct a final inspection of the project in the company of the CLIENT for conformance with contract documents and review the final payment request from the Contractor.
- i. The CONSULTANT shall prepare record drawings reflecting constructed conditions from information observed by the CONSULTANT or supplied by others and furnish copies to the CLIENT within 90 days of the end of the construction.

I.C. ADDITIONAL SERVICES

Engineering services performed other than those authorized under Section I.A and I.B. shall be considered not part of the Basic Services or Construction Phase Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services or Construction Phase Services or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. EASEMENT & ACQUISITION SERVICES. Boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation and testimony.
2. REMONUMENTATION. Replacing lost or obliterated government survey corners or property corners along the project route.
3. ENVIRONMENTAL SERVICES. Environmental services associated with hazardous materials leaks and contaminated soils.
4. All other services not specifically identified in Section I.A. or I.B.

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- 8. Records:
 - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S

clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Date: July 17, 2017

To: Le Sueur County Engineer and Commissioners
88 South Park Ave.
Le Center, MN 56057

RE: County Road 136

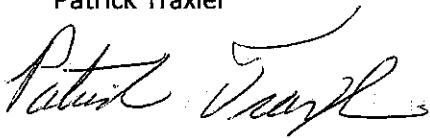
County Engineer and Commissioners,

I have sent a letter on this matter before, but feel that it warrants continued consideration. I am asking if County Road 136 could somehow be put on the agenda to be paved with asphalt. The road has been widened, new culverts installed, and graveled, which brings the cost of this project down with those items already completed.

I know that the county did a survey on cars travelled on this road. This is a major road for our county. Each year this road is travelled on even more than the previous year. With the new high school in Montgomery there is approximately 550 people that come from the Le Center area every day during the school year. With County Road 26 being redone in 2017 making County Road 136 asphalt would be a huge asset to the Le Sueur County road system. I live on this road and personally see all type of travel. From the county sheriff to UPS, to farmers, etc. I have spoken with you on this matter before and the road does not qualify for state/federal aid money. Can we somehow make it qualify for future plans?

Thank you for considering this matter.

Patrick Traxler

A handwritten signature in cursive script, appearing to read "Patrick Traxler", written in dark ink.