



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 8

9:45 a.m. Dave Tiegs, Highway Engineer

RE: Winter Maintenance Agreement

Staff Contact:

Highway Department Agenda Items

Tuesday, November 6th, 2018 County Board Meeting:

- 1.) Winter Maintenance Agreement (TH 112 Turnback)

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

Trunk Highway (TH) Number: 112

Project Description: Le Sueur County hiring MnDOT to perform winter maintenance on TH 112 after turnback.

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028027 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Le Sueur County, a political subdivision of the State of Minnesota ("Local Government/Agency") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Local Government/Agency must not begin work under this Contract until ALL required signatures have been obtained and the Local Government/Agency has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. Expiration date: This Work Order Contract will expire on May 1, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Exhibits: Exhibits A through C attached and incorporated into this Work Order Contract.

2. Nature of Work

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
☐ Contract Administration
☐ Emergency Services
☐ Professional/Technical Services
☒ Roadway Maintenance

3. Scope of Work

- 3.1. The State will perform services under this Work Order summarized generally as follows: The State will provide roadway maintenance as described in Exhibit C, on those portions of County State Aid Highway 22, formerly (prior to November 1, 2018) designated as Trunk Highway 112, roads and bridges from US Hwy 169 ramps to the intersection of TH 99, referenced on the map attached hereto as Exhibit B. This description has a total of 15.0 miles in length, with 2.0 miles located within the City of Le Sueur.

4. Items provided or completed by the Local Government/Agency

- 4.1. The following will be provided or completed by the Local Government/Agency: The Local Government/Agency review the work and provide feedback as needed.

5. Consideration of Payment

- 5.1. The Local Government/Agency will pay for all services performed by the State on an upfront Lump Sum basis.
- 5.2. The Local Government/Agency's obligation for all compensation and reimbursements to the State is \$ 66,000.00.

6. Terms of Payment:

- 6.1. The Local Government/Agency will pay the State upon execution of this work order.

Receivable WO – Lump Sum

Updated 10/11/2018

1

- 6.2. After the work has been completed, at the request of the Local Government/State Agency, the State will submit a signed report, and the signature will attest that the services have actually been performed.
- 6.3. Per Section 7.4 of the Master Partnership Contract;
 - 6.3.1. The Local Government/Agency will pay the State as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.3.2. Payment by the Local Government/Agency.
 - i. The Local Government/Agency will make payment to the order of the Commissioner of Transportation.
 - ii. **IMPORTANT NOTE:** Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the MnDOT Invoice Number shown on the invoice.
 - iii. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028027W01 and Invoice Number 1.
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7. Local Government/Agency's Project Manager

- 7.1. The Local Government/Agency's Project Manager for this Work Order is:

Name: Dave Tiegs or successor.
Title: Le Sueur County Engineer
Billing Address: 88 South Park Ave, PO Box 205
City State Zip: Le Center, MN 56057
Telephone: 507-357-8200
Email: dtiegs@co.le-sueur.mn.us
- 7.2. The Local Government/Agency's Project Manager for this Work Order is responsible for overseeing the Local Government/Agency's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. State's Project Manager

- 8.1. The State's Project Manager, for this Work Order is:

Name: Jed Falgren or successor.
Title: Area Maintenance Engineer
MnDOT - District 7
Street Address: 2151 Bassett Drive
City State Zip: Mankato, MN 56001
Telephone: 507-304-6104
Email: jed.falgren@state.mn.us
- 8.2. The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

9. Termination

- 9.1. Termination by the State or Local Government/Agency. The Local Government/Agency, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 9.2. Termination for Insufficient Funding. The State may immediately terminate this Work Order 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 Local Government/Agency. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government/Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government/Agency notice of the lack of funding within a reasonable time of the State's receiving that notice.

10. Additional Provisions

- 10.1. NONE

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LOCAL GOVERNMENT/AGENCY

The Local Government/Agency certifies that the appropriate person(s) have executed the contract on behalf of the Local Government/Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: Assistant Commissioner or Assistant Division Dir.

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR ROADWAY MAINTENANCE

1. The Local Government/Agency will perform roadway maintenance in accordance with the specifications and guidelines in the current “MnDOT Maintenance Manual” link:
<http://ihub.dot.state.mn.us/maintenance/documents/docs.html#>.
2. Unless otherwise provided in this Work Order, the Local Government/Agency is not required to perform extraordinary maintenance or reconstruction. The Local Government/Agency should notify the State immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Local Government/Agency will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

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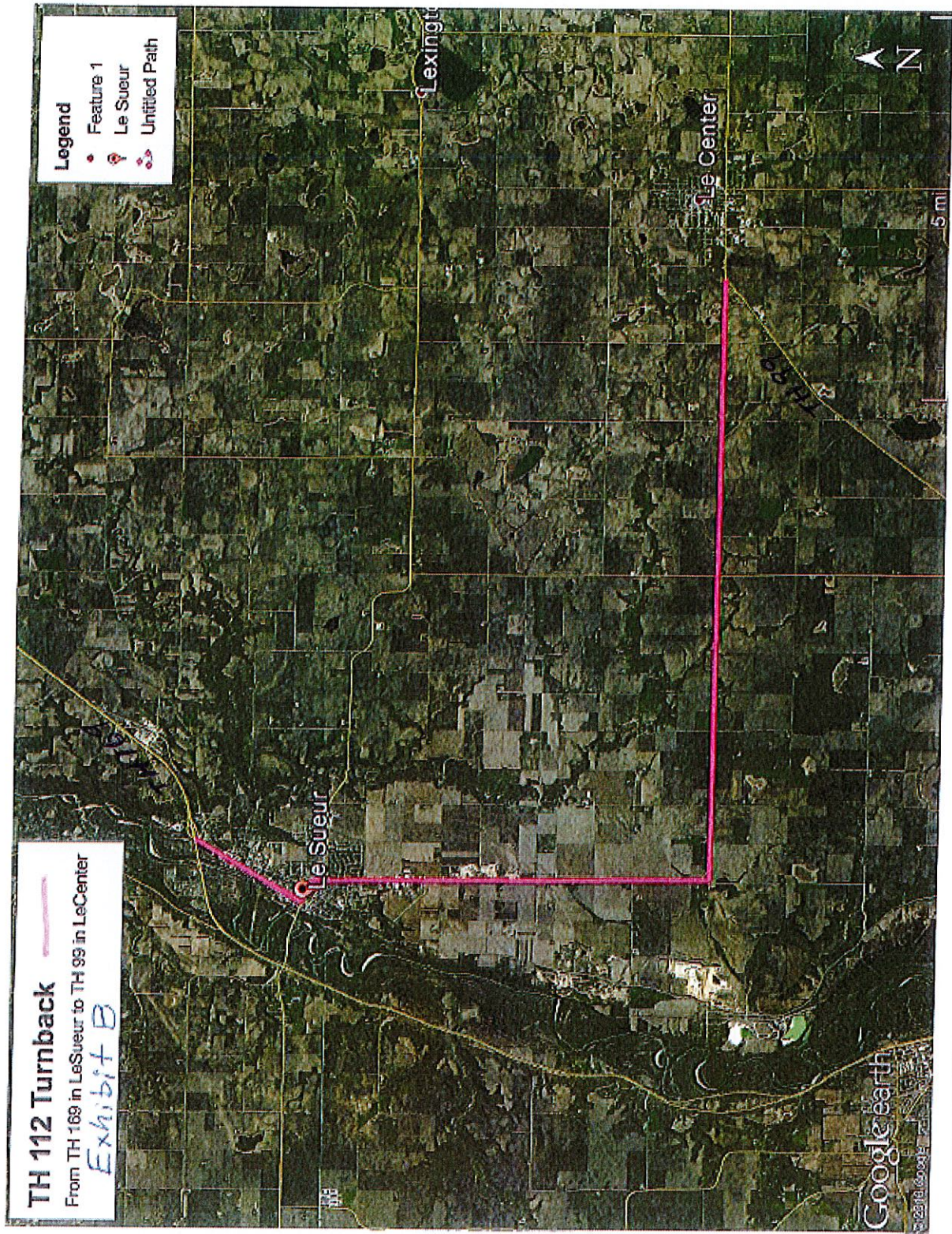


Exhibit C

List of Deliverables:

- A. Snow & Ice Removal – 1-3 passes per day depending upon storm severity**
- B. Pothole patching as needed to insure motorist safety**

Routine Winter Maintenance from November 1, 2018 – April 30, 2019 (6 months)

At the negotiated cost of \$ 4,400.00 per mile x 15 miles = \$ 66,000.00.